DPFG Management & Consulting, LLC

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

Agenda Package

Regular Meeting

Date & Time:
Thursday
January 24, 2019
11:30 a.m.

Location:
Cagan Crossing
Community Library
16729 Cagan Oaks
Clermont, Florida

Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.

Avalon Groves
Community Development District

DPFG Management & Consulting, LLC

[X] 250 International Parkway, Suite 280
Lake Mary FL 32746
321-263-0132 Ext.4205

[ ] 15310 Amberly Drive, Suite 175
Tampa, Florida 33647
813-374-9105

January 18, 2019

Avalon Groves Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Avalon Groves Community Development District is scheduled for Thursday, **January 24**, 2019 at 11:30 a.m. at the Cagan Crossing Community Library, 16729 Cagan Oaks, Clermont, Florida.

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

The balance of the agenda is routine in nature. Staff will present their reports at the meeting. If you have any questions, please contact me. I look forward to seeing you there.

Sincerely,

Patricia Comings-Thibault
Patricia Comings-Thibault
District Manager

cc: Attorney
Engineer
District Records

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

Date of Meeting: **Thursday, January 24, 2019**
Time: 11:30 AM
Location: Cagan Crossing Community Library
16729 Cagan Oaks
Clermont, FL

Dial –in Number: 712-775-7031
Guest Access Code: 109-516-380

Agenda

I. Roll Call

II. Audience Comments (Limited to three minutes on agenda items)

III. Administrative Matters

A. Aquatic Systems Waterway Inspection Report *(To be distributed)* Exhibit 1

B. Approval of Minutes of November 27, 2018 Meeting Exhibit 2

C. Acceptance of the Unaudited, December, 2018 Financials Exhibit 3

IV. Consent Agenda

A. Ratification of Bio Tech Agreement for Monitoring & Maintenance Exhibit 4

B. Ratification of Yellowstone Temporary Landscape Agreement: $11,760.00/mo. Exhibit 5

C. Ratification of Yellowstone Irrigation Proposal: $228.86 Exhibit 6

D. Ratification of True Up Agreement (Series 2017A-1 and A-2 Bonds) Exhibit 7

V. Business Items

A. Consideration of Landscape Maintenance Proposals Exhibit 8

- Consideration of Panorama Proposal Annual: $145,837.00/yr.
- Consideration of Yellowstone Proposal: $141,120.00/yr.

B. Construction Contract Update Status Exhibit 9

C. Randy Suggs Proposal – Deductive Change Order: $37,698.00 Exhibit 10

VI. Audience Comments (New Business)

VII. Staff Reports

A. Manager

B. District Counsel

C. Amenity Manager

VIII. Supervisors Requests

IX. Adjournment

EXHIBIT 1

(To be Distributed)

EXHIBIT 2

MINUTES OF MEETING
AVALON GROVES
COMMUNITY DEVELOPMENT DISTRICT

The Regular Meeting of the Board of Supervisors of the Avalon Groves Community Development District was held on Tuesday, November 27, 2018 at 11:30 a.m. at the Cagan Crossing Community Library, 16729 Cagan Oaks, Clermont, Florida 34714.

FIRST ORDER OF BUSINESS – Roll Call

Ms. Comings-Thibault called the meeting to order and conducted roll call.

Present and constituting a quorum were:

Greg Meath	Board Supervisor, Vice Chairman
Brad Walker	Board Supervisor, Assistant Secretary
Candice Smith	Board Supervisor, Assistant Secretary
Troy Simpson	Board Supervisor, Assistant Secretary *(joined in progress)*

Also present were:

Patricia Comings-Thibault	District Manager, DPFG Management & Consulting LLC
Jere Earlywine	District Counsel, Hopping Green & Sams *(via phone)*
Lauren Gentry	District Counsel, Hopping Green & Sams *(via phone)*

The following is a summary of the discussions and actions taken at the November 27, 2018 Avalon Groves CDD Board of Supervisors meeting.

SECOND ORDER OF BUSINESS – Elections FY 2018

A. **Exhibit 1:** Consideration of Resolution 2019-01; Certifying the Results of the Landowners Election

Ms. Comings-Thibault stated the results of the Landowners Election as follows:

- **Seat #3:** Mr. Brad Walker with 592 votes.
- **Seat #4:** Mr. Troy Simpson with 593 votes.
- **Seat #5:** Ms. Candice Smith with 593 votes.

On a MOTION by Mr. Meath, SECONDED by Ms. Smith, WITH ALL IN FAVOR, the Board approved the motion to adopt Resolution **2019-01**; Certifying the Results of the Landowners Election for the Avalon Groves Community Development District.

B. **Exhibit 2:** Oath of Office and Form 1

Ms. Comings-Thibault distributed the Oath of Office for Supervisors to the newly elected Board Supervisors to recite and sign.

- Mr. Troy Simpson recited and signed the Oath of Office.
- Mr. Brad Walker recited and signed the Oath of Office.
- Ms. Candice Smith recited and signed the Oath of Office.

Ms. Comings-Thibault advised the newly elected supervisors that they are entitled to compensation of $200.00 per meeting and asked whether they would like to receive or waive compensation. Mr. Simpson, Mr. Walker, and Ms. Smith waived compensation.

C. **Exhibit 3:** Consideration of Resolution 2019-02; A Designation of Officers

Ms. Comings-Thibault requested nominations from the Board to appoint a chair and vice chair. Nominations are as follows:

- **Chairman:** Mr. James Harvey
  Nominated by: 1) Ms. Candice Smith, 2) Mr. Greg Meath
- **Vice Chairman:** Mr. Greg Meath
  Nominated by: 1) Ms. Candice Smith, 2) Mr. Brad Walker

> On a MOTION by Mr. Simpson, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board approved the motion to accept Resolution **2019-02**; designating the Officers of the District as follows: Mr. James Harvey to serve as Chairman, Mr. Greg Meath to serve as Vice Chairman, and Mr. Brad Walker, Ms. Candice Smith, and Troy Simpson to serve as Assistant Secretaries; District staffing as follows: Ms. Patricia Comings-Thibault as Secretary and Treasurer, Mr. Maik Aagaard as Assistant Treasurer; and Ms. Janet Johns as Assistant Secretary for the Avalon Groves Community Development District.

THIRD ORDER OF BUSINESS – Audience Comments

Ms. Comings-Thibault opened the floor to the audience to ask questions and to comment on the agenda items being presented. As there are no members present that are associated with the audience, next item followed.

FOURTH ORDER OF BUSINESS – Administrative Matters

A. **Exhibit 4:** Aquatic Systems Waterway Inspection

Ms. Comings-Thibault presented and reviewed the Aquatic Systems Avalon Groves CDD Waterway Inspection Report. Ms. Smith noted the small amounts of trash that are still collecting around the lake banks and inquired about having small clean ups done on a regular basis as to prevent from having to do a big cleanup. Ms. Comings-Thibault stated that she would reach out to Aquatic Systems and Yellowstone Landscaping about performing this service.

B. **Exhibit 5:** Approval of the Minutes of September 27, 2018 Meeting

> On a MOTION by Mr. Walker, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board approved the minutes of the Board of Supervisors regular meeting held on **September 27, 2018** for the Avalon Groves Community Development District.

C. **Exhibit 6:** Acceptance of the Unaudited September 2018 Financials

> On a MOTION by Ms. Smith, SECONDED by Mr. Meath, WITH ALL IN FAVOR, the Board approved the Unaudited **September 2018** Financials for the Avalon Groves Community Development District.

FIFTH ORDER OF BUSINESS – Consent Agenda

A. **Exhibit 7:** Ratification of SOS Solar, Inc. dba Visaol Lighting Contract - $194,170.18

The contract to purchase the lights at $194,170.18 is removed and rescinded pursuant to negotiations with the agreement.

B. **Exhibit 8:** Ratification of Malin Diaz Irrigation Contract - $36,454.02

C. **Exhibit 9:** Ratification of Yellowstone Mowing Proposal - $3,000.00

> On a MOTION by Ms. Smith, SECONDED by Mr. Walker, WITH ALL IN FAVOR, the Board approved the consent agenda items A-C for the Avalon Groves Community Development District.

SIXTH ORDER OF BUSINESS – Business Items

A. **Exhibit 10:** Consideration of C&H Development Inc. Contract - $17,140.00

On a MOTION by Mr. Meath, SECONDED by Mr. Walker, WITH ALL IN FAVOR, the Board approved the C&H Development Inc. contract in the amount of $17,140.00 for the Avalon Groves Community Development District.

B. **Exhibit 11:** Consideration of Common Interest Energy Proposal - $45,000.00

On a MOTION by Mr. Meath, SECONDED by Mr. Simpson, WITH ALL IN FAVOR, the Board approved the motion to consider the Common Interest Energy proposal in the amount of $45,000.00 in substantial form subject to final staff and district counsel review and working with Supervisor Smith for the Avalon Groves Community Development District.

SEVENTH ORDER OF BUSINESS – Staff Reports

Ms. Comings-Thibault opened the floor for the district staff to present and review the items of their staff reports. District counsel, Mr. Earlywine, brought an issue with the legal description on some of the bond documents related to the Pulte Group phase three (3) contracts to the Board's attention.

On a MOTION by Ms. Smith, SECONDED by Mr. Walker, WITH ALL IN FAVOR, the Board approved the motion to authorize staff to move forward with the corrected documents regarding legal description for the Avalon Groves Community Development District.

EIGHTH ORDER OF BUSINESS – Supervisors Requests

There being none, next item followed.

NINTH ORDER OF BUSINESS – Adjournment

Ms. Comings-Thibault asked for final questions, comments, or corrections before adjourning the meeting. There being no new additional items, and upon a motion duly made, seconded and unanimously carried, Ms. Comings-Thibault declared the meeting adjourned.

On a MOTION by Mr. Walker, SECONDED by Mr. Simpson, WITH ALL IN FAVOR, the Board adjourned the meeting for the Avalon Groves Community Development District.

**Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.*

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on _____.

Signature	**Signature**
Printed Name	**Printed Name**
Title: □ Secretary □ Assistant Secretary	**Title: □ Chairman □ Vice Chairman**

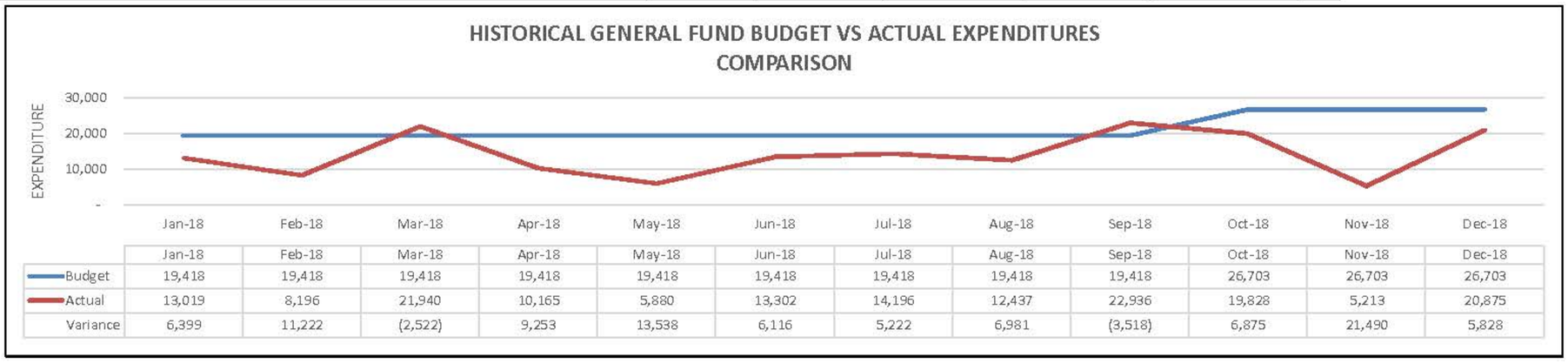
EXHIBIT 3

Avalon Groves CDD
Financial Report Summary - General Fund & Construction Fund
12/31/2018

For The Period Ending :	GENERAL FUND 12/31/2018	CONSTRUCTION IN PROGRESS 2017A-1 (AA1) 12/31/2018	ACQ. & CONSTRUCTION 2017A-1 (AA2) 12/31/2018	ACQ. & CONSTRUCTION 2017A-2 (AA2) 12/31/2018
CASH BALANCE	$ 71,408	$ 49,686	$ 4,383	$ 180,489
PLUS: ACCOUNTS RECEIVABLE - OFF ROLL	-	-	-	-
PLUS: ACCOUNTS RECEIVABLE - ON ROLL	-	8,592	-	-
PLUS: ACCOUNTS RECEIVABLE - OTHER	651	-	-	5,402
LESS: ACCOUNTS PAYABLE	(61,439)	-	-	(82,427)
NET CASH BALANCE	$ 10,620	$ 58,278	$ 4,383	$ 103,464

GENERAL FUND REVENUE AND EXPENDITURES (FY 2018 YTD):	12/31/2018 ACTUAL YEAR-TO-DATE	12/31/2018 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE (YTD) COLLECTED	$ 46,669	$ 76,904	$ (30,235)
EXPENDITURES (YTD)	(45,916)	(84,923)	39,007
NET OPERATING CHANGE	$ 753	$ (8,019)	$ 8,772
AVERAGE MONTHLY EXPENDITURES	$ 15,305	$ 28,308	$ 13,002
PROJECTED EOY BASED ON AVERAGE	$ 183,664	$ 339,692	$ 156,028

GENERAL FUND SIGNIFICANT FINANCIAL ACTIVITY:	12/31/2018 ACTUAL YEAR-TO-DATE	12/31/2018 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE:			
ASSESSMENTS-ON-ROLL (NET)	$ 21,475	$ 26,714	$ (5,239)
ASSESSMENTS-OFF-ROLL (NET)	25,194	53,395	(28,201)
MISCELLANEOUS REVENUE	-	-	-
EXPENDITURES:			
ADMINISTRATIVE EXPENDITURES	20,475	18,790	(1,685)
PHYSICAL ENVIRONMENT - LANDSCAPE	5,870	26,499	20,629
PHYSICAL ENVIRONMENT - POND MAINTENENACE	2,700	1,605	(1,095)
PHYSICAL ENVIRONMENT - ELECTRICITY	221	624	403
PHYSICAL ENVIRONMENT - OTHER	6,429	8,130.00	1,701
AMENITY CENTER EXPENDITURES	-	-	-
RESERVE	-	-	-
UNBUDGETED EXPENDITURES	-	-	-
TOTAL EXPENDITURES	**$ 35,695**	**$ 55,648**	**$ 19,953**



	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18
Budget	19,418	19,418	19,418	19,418	19,418	19,418	19,418	19,418	19,418	26,703	26,703	26,703
Actual	13,019	8,196	21,940	10,165	5,880	13,302	14,196	12,437	22,936	19,828	5,213	20,875
Variance	6,399	11,222	(2,522)	9,253	13,538	6,116	5,222	6,981	(3,518)	6,875	21,490	5,828

EXHIBIT 4

Bio-Tech Consulting Inc.
Environmental and Permitting Services

info@bio-techconsulting.com
www.bio-techconsulting.com

January 7, 2019

Patricia Comings-Thibault, MACC
Senior Manager
DPFG
250 International Parkway, Suite 280
Lake Mary, FL 32746

AVALON GROVES CDD

Proj: ~~**Serenoa Active Adult**~~ **M&M – Orange County, Florida**
Re: **Proposal for Environmental Services**
Monitoring & Maintenance
BTC Proposal No. 18-031

Dear Ms. Comings-Thibault:

Bio-Tech Consulting, Inc. is pleased to provide this proposal for Serenoa Active Adult Monitoring & Maintenance. If you would like BTC to proceed with the scope outlined herein, please sign the signature block, complete the billing information section and initial where provided, then return to my attention.

Should you have any questions or require any additional information, please do not hesitate to contact this office at (407) 894-5969 or toll free at (877) 894-5969. Thank you.

Regards,

Daniel Gough
Project Manager

Attachments

Orlando: Main Office
3025 East South Street
Orlando, FL 32803

Vero Beach Office
4445 N A1A
Suite 221
Vero Beach, FL 32963

Jacksonville Office
1157 Beach Boulevard
Jacksonville Beach, FL 32250

Tampa Office
6011 Benjamin Road
Suite 101 B
Tampa, FL 33634

Key West Office
1107 Key Plaza
Suite 259
Key West, FL 33040

Aquatic & Land
Management Operations
3825 Rouse Road
Orlando, FL 32817

407.894.5969
877.894.5969
407.894.5970 fax

PROPOSAL FOR ENVIRONMENTAL SERVICES
SERENOA ACTIVE ADULT – MONITORING & MAINTENANCE
BTC Proposal No. 18-031

1. **QUARTERLY MAINTENANCE (75-06)**
   Mitigation Maintenance will consist of herbicide treatment and/or hand-removal of nuisance and invasive exotic vegetation throughout the mitigation areas described in the permit. Maintenance will be conducted on a quarterly basis for a period of five (5) years per Permit requirements.
   TASK COST: **$3,000.00 per event**
   TASK TOTAL: **$60,000.00**

2. **BASELINE MONITORING (50-01)**
   This task includes initial set-up of monitoring data collection points as required by the SJRWMD permit and the preparation and submittal of a Baseline Monitoring Report.
   TASK COST: **$4,800.00 (one time cost)**

3. **BI-ANNUAL MONITORING (50-02)**
   Conduct bi-annual monitoring events (i.e., twice per year) as required by the permits for a total of five (5) years. This includes the required inspection, data compilation, photography, etc.
   TASK COST: **$2,400.00 per event**
   TASK TOTAL: **$24,000.00**

4. **ANNUAL MONITORING REPORT (50-03)**
   Prepare and submit annual reports pursuant to the requirements of the permits for a total of five (5) years. This report will include all data and documentation necessary to meet the permit conditions.
   TASK COST: **$2,000.00 per report**
   TASK TOTAL: **$20,000.00**

CONTRACT TOTAL: **$108,800.00**

Bio-Tech Consulting Inc.
Environmental and Permitting Services

INITIAL: _____*(BTC)* _____*(Client)*

Bio-Tech Consulting, Inc.
Time & Materials Schedule

Expert Witness	$250.00/Hour
President, John Miklos	$185.00/Hour
Vice President/Directors	$135.00/Hour
Project Manager	$125.00/Hour
Wildlife Specialist	$110.00/Hour
Field Biologist	$95.00/Hour
Field Technician	$85.00/Hour
GIS	$85.00/Hour
Administrative	$45.00/Hour
Materials Cost	Cost + 12%

Bio-Tech Consulting's company policy requires that the Proposal for Services must be executed and returned via fax, email or post prior to initiation of any work associated with this scope and/or project. The client will only be billed for the tasks and/or hours completed. Fees and all other charges will be billed monthly or as the work progresses and the net amount shall be due at the time of invoicing. Any Time and Materials work is based on the above rates and any actual costs incurred. Any work requested outside of this Proposal for Services described above would require either an additional contract or authorization for Time and Materials. Please note that the hourly rates are subject to the current year's pricing. Any balance remaining unpaid after 30 days of initial invoicing will be subject to an interest charge of 12% APR (not to exceed the maximum rate allowable by law). The client agrees that any balance remaining unpaid after 90 days from the date of the initial invoicing shall be deemed in default. The client further agrees that in the event payment is not made and the amount is referred to a Collection Agency and/or an attorney, to pay all cost of collection, including but not limited to, all collection agency fees, attorney's fees, paralegal fees, court costs, and investigative fees. It is also agreed that if legal action is necessary to collect on the account, the State of Florida, Orange County, will retain jurisdiction and venue over the matter. Client confirms project limits as outlined/illustrated in this agreement, accepts the general conditions attached herein and agrees that Bio-Tech Consulting, Inc., and its staff and assigns, have full access to the identified property, for the purposes of completing the tasks identified in the above Proposal for Services.

MUTUALLY UNDERSTOOD AND AGREED:

John Miklos, President
Bio-Tech Consulting, Inc.

1-7-2019
Date

Authorized Signatory

January 9, 2019
Date

Bio-Tech Consulting Inc.
Environmental and Permitting Services

INITIAL: _____(BTC) _____(Client)

Billing Information: Name: _____

Title: _____

Company: _____

Address: _____

_____

_____

Phone: _____

Cell: _____

Fax: _____

E-mail: _____

☐ **Please check here if you prefer to receive a paper invoice**

EXHIBIT 5

TEMPORARY LANDSCAPE MAINTENANCE AGREEMENT

THIS AGREEMENT ("**Agreement**") is made and entered into this 3rd day of January, 2019, by and between:

> **Avalon Groves Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o DPFG Management and Consulting, LLC, 250 International Parkway, Suite 280, Lake Mary, Florida 32746 ("**District**"); and
>
> **Yellowstone Landscape – Southeast, LLC**, a Florida limited liability company, whose mailing address is P.O. Box 849, Bunnell, Florida 32110 (the "**Contractor**," and collectively with the District, the "**Parties**").

1. **SCOPE OF SERVICES.** The Contractor shall provide the services ("**Work**") described in the Landscape Maintenance Services Proposal attached hereto as **EXHIBIT A,** at the monthly prices specified in **EXHIBIT A,** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT B**.

2. **CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work in a neat and professional manner reasonably acceptable to the District and in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work, describing the nature of the task as well as the time, personnel, equipment and materials involved. Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

3. **WARRANTY AND COVENANT.** The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others, and the duration of such warranties is as provided by Florida law or as provided for elsewhere in the Agreement, whichever is the longer period of time. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and shall correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

4. **ENVIRONMENTAL ACTIVITIES.** The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) , properly dispose of waste, and immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed.

5. **CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Lake County, Florida.

6. **ATTORNEYS' FEES.** In the event that either Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

7. **INDEMNIFICATION.** Contractor agrees to indemnify and hold harmless the District and its officers, staff, and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of the construction contract. Nothing in this Section is intended to waive or alter any other remedies that the District may have as against the Contractor.

8. **INSURANCE.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the insurance specified in the Certificate of Liability Insurance included in **EXHIBIT A**.

9. **NON-WAIVER.** Contractor further agrees that nothing in the agreement between the parties shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

10. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

11. **LIEN RIGHTS.** Notwithstanding any other language in the Agreement, the parties agree that lien rights are not available under Florida law because the District is a governmental entity. That said, the District represents that it has sufficient funds on hand to pay any amounts due pursuant to the terms of the Agreement.

12. **TERMINATION.** This Agreement shall terminate as of January 31, 2019, unless the Parties agree in writing to extend it to a later date. Otherwise, this Agreement may be terminated immediately by the District for cause, or upon 30 days written notice by either party for any or no reason, provided however that any termination by the Contractor shall only be effective after providing the District with a reasonable opportunity to cure any default. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any termination by the District, provided however that Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.

13. **FINAL AGREEMENT. EXHIBIT A** is applicable only as to the pricing and compensation schedule, scope of services, and insurance requirements described therein. The Terms and Conditions contained therein do not apply. This Agreement, together with the pricing, scope of work, and insurance requirements described in **EXHIBIT A** and areas described in **EXHIBIT B** attached hereto, shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement. To the extent any provision of **EXHIBIT A** or **EXHIBIT B** is in conflict with the provisions of this Agreement, this Agreement controls.

14. **PUBLIC RECORDS.** The Contractor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES,* TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, PATRICIA COMINGS-THIBAULT, C/O DPFG MANAGEMENT AND CONSULTING, LLC, 250 INTERNATIONAL PARKWAY, SUITE 280, LAKE MARY, FLORIDA 32746, (321) 263-0132 x4205.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

ATTEST:

_____
By: _____

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

_____
By: _____
Its: _____

Date: _____

ATTEST:

_____
By: _____

YELLOWSTONE LANDSCAPE – SOUTHEAST, LLC

(D/B/A YELLOWSTONE LANDSCAPE)

(D/B/A AUSTIN OUTDOOR)

Rob Stultz
_____
By: Rob Stultz
Its: Branch Manager

Date: 1/3/19

Exhibit A: Landscape Maintenance Services Proposal
Exhibit B: Landscape Maintenance Areas Exhibit

EXHIBIT A
LANDSCAPE MAINTENANCE SERVICES PROPOSAL

Landscape Maintenance Services Proposal

prepared for

Avalon Groves CDD

December 2018

YELLOWSTONE
LANDSCAPE

YELLOWSTONE
LANDSCAPE

407.396.0529 tel
407.396.2023 fax

1773 Business Center Ln.
Kissimmee, FL 34758

www.yellowstonelandscape.com

December 5, 2018

Patricia Comings-Thibault, MACC
Senior Manager
DPFG
1060 Maitland Center Commons, Suite 340
Maitland, FL 32751
Ph. 321.263.0132, Ext. 4205

Re: Landscape Maintenance Services Proposal for Avalon Groves CDD

Dear Ms. Comings-Thibault,

Thank you for considering a partnership with Yellowstone Landscape as your landscape maintenance service provider. Our proposal has been created to address the specific needs and expectations you have expressed for **Avalon Groves CDD.** We call this your Plan for Success™ because our integrated service plan has been designed to give you a landscape that you can be proud of.

Your Plan for Success™ includes the following sections:

- **Pricing Breakdown and Contract**: Includes pricing for Serenoa Blvd, Ponds and Buffers Phase 1A, Village Entranceways (1 and 2), and future parks/buffers/ponds in Phase 1B.
- **Scope of Work**: Summarizes our proposed scope of services, detailing the Best Practices we've developed to provide a consistent appearance across your landscape.
- **About Us**: Information about our company's qualifications, capabilities and values.
- **Licenses and Certifications**: All current licenses and certifications held by our local staff.

If you have any questions after reviewing our proposal, please contact me at any time. I would welcome the opportunity to provide you any further details about our firm's commitment to delivering a landscape that you will be proud of.

Sincerely,

Pete Wittman
Business Development Manager
pwittman@yellowstonelandscape.com
407.319.8298

YELLOWSTONE
LANDSCAPE

Pricing Breakdown

Landscape Management Agreement

Client Name/Billing Address:
Avalon Groves Community Development District
DPFG
1060 Maitland Center Commons, Suite 340
Maitland, FL 32751

Property Contact:
Patricia Comings-Thibault

Tel: 321-263-0132 Ext. 4205
Email: patricia.comings-thibault@dpfg.com

Effective Date: 1/1/19
Expiration Date: 12/31/20
Initial Term: 24 months

Property Name/Address:
Avalon Groves Community Development District
Clermont, FL 34714

Contractor:
Yellowstone Landscape – Southeast, LLC
(d/b/a Yellowstone Landscape)
(d/b/a Austin Outdoor)
PO Box 849
Bunnell, FL 32110

Branch Office Contact:
Pete Wittman
Tel: 407-319-8298
Email: pwittman@yellowstonelandscape.com

Scope of Services:

The Client agrees to engage Yellowstone Landscape – Southeast, LLC (d/b/a Yellowstone Landscape) (d/b/a Austin Outdoor) to provide the Services and work described in the attached Exhibit(s) A

Compensation Schedule:

Serenoa Blvd : $4,580.00 per month (no mulch), $5,611.25 per month (mulch incl.)

Ponds Phase 1A: $2,985.00 per month

Village Entrances 1 and 2: $1,080.00 per month (no mulch), $1,305.00 per month (mulch incl.)

Parks, Ponds and Buffers Phase 1B (future build-out): $3,115.00 per month (no mulch), $3,396.25 per month (mulch incl.)

TOTAL: $11,760.00 per month - $141,120.00 annual (no mulch), $13,297.50 per month - $159,570.00 annual (mulch incl.)
Initial mulch or no mulch option

THE TERMS AND CONDITIONS ON PAGE 2 AND THE EXHIBITS ATTACHED HERETO CONSTITUTE PART OF THIS AGREEMENT.

PRESENTED BY:
YELLOWSTONE LANDSCAPE – SOUTHEAST, LLC
(d/b/a Yellowstone Landscape)
(d/b/a Austin Outdoor)

By/Date:_____
Brian K. Martin, Regional Vice President

ACCEPTED BY:
CLIENT

By/Date: Rob Stultz 1/3/19

Printed Name/Title Rob Stultz/Branch Manger

___Owner _X_Agent

TERMS AND CONDITIONS

Entire Agreement: This Landscape Management Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, promises, understandings, commitments, proposals, or agreements, whether oral or written on the subject matter addressed herein. This Agreement may only be modified or amended by a writing signed by authorized representatives of both Parties.

Acceptance of Agreement: The Agreement constitutes Yellowstone Landscape – Southeast, LLC's (d/b/a Yellowstone Landscape) (d/b/a Austin Outdoor) (hereinafter referred to as "Yellowstone") offer to Client and shall become a binding contract upon acceptance by Client's signature on this Agreement and/or instruction to perform the Services by Client's authorized representative. The Parties agree that the provisions of the Agreement shall control and govern over any contract terms and/or Purchase Orders generated by Client and that such documentation may be issued by Client to, and accepted by, Yellowstone without altering the terms hereof.

Price, Quality and Working Conditions: The amounts in the "Compensation Schedule" include all labor, materials, insurance, equipment, and supervision for the performance of the specified Services in the attached exhibits. All materials supplied as part of this agreement are guaranteed to be as specified and all work shall be completed in a workmanlike manner according to standard landscape maintenance practices ("Warranty"). Unless otherwise stated in writing Yellowstone shall have the right to rely on the contents of all documents provided by Client and/or its agents, including Plans, Specifications, and test results, without independent verification and analysis by Yellowstone. Client agrees that Yellowstone is not an insurer or guarantor of the appropriateness of any landscape design provided by others, or of the long term viability of plant material utilized within that specified landscape design or of the site constraints (including watering restrictions) under which Yellowstone is required to perform its Services.

Assignment: Neither Client nor Yellowstone may assign this Agreement or transfer any right, interest, obligation, claim or relief under this Agreement without the prior written consent of the other party. Client acknowledges that Yellowstone may subcontract portions of the Work to specialty subcontractors.

Relationship of Parties: The legal relationship of Yellowstone to Client with respect to the Services shall be that of an independent contractor, not an agent or employee. Yellowstone is responsible for its own withholding taxes, social security taxes, unemployment taxes, licenses, and insurance pertaining to its employees or operations. If applicable, Yellowstone agrees to pay all sales taxes on materials supplied.

Agreement Renewal: Unless Client notifies Yellowstone regarding its intent to terminate Services prior to expiration of the "Initial Term", this Agreement will renew automatically for an additional 12 month term and will continue to renew at the end of each successive 12 month term unless cancelled by either party in accordance with the "Termination" provision or by either party with written notice of not less than 30 days prior to the end of the "Initial Term" or any automatic term(s). Charges will increase by 2.0% at the commencement of each additional automatic twelve (12) month renewal term.

Payment Terms: Billing for Services occurs in advance at the first of each month in accordance with the "Compensation Schedule" on Page 1 of this agreement. Payment for Service(s) is due upon receipt of monthly invoices. The Parties contractually agree that interest on all past due amounts shall accrue at the maximum allowable rate provided by law per month, beginning on the first day following the month in which the invoice was received. This Agreement constitutes a contract of indebtedness. All payments should be mailed to:

Yellowstone Landscape – Southeast, LLC
PO Box 101017
Atlanta, GA 30392-1017

Termination for Cause: If Yellowstone fails to fully perform its obligations and fails to cure any such default within 30 days after receipt of written notice specifying the acts or omissions, Client shall have the right to terminate this Agreement. In the event of a "Termination for Cause", Client shall notify Yellowstone of the termination date in writing and pay Yellowstone for all Services performed to the effective date of termination.

Default: In the event that Client breaches its obligations under this Agreement to permit and cooperate with Yellowstone's performance of its duties or Client fails to make payment for any Services within 30 days of receipt of Yellowstone's invoice, Yellowstone may, but shall not be obligated to, suspend Services until the breach is cured and/or until all arrearages have been paid in full. This Agreement will terminate automatically and without notice upon the insolvency of, or upon the filing of a bankruptcy petition by or against Client.

Claims: Yellowstone's responsibility with regard to Services not meeting the "Warranty" shall be limited, at the sole choice of Yellowstone, to the re-performance of those defective Services and replacement of those defective materials without charge during the ninety (90) day period following completion of the defective Services or provision of defective materials, or a credit to Client's account of the compensation paid by Client for the portion of such Services determined to be defective. If the attached exhibit(s) expressly provide for a longer "Warranty" period, that "Warranty" period shall apply. The Parties shall endeavor in good faith to resolve any such Claim within 30 days, failing which all claims, counterclaims, disputes, and other matters in question between Client and Yellowstone arising out of or relating to this Agreement or the breach thereof may be decided by the dispute resolution process identified below. Each Party will bear its own costs, including attorneys' fees; however, the prevailing party shall have the right to collect reasonable costs and attorneys fees for enforcing this agreement as allowable by applicable law.

Dispute Resolution and Choice of Law: The Agreement shall be governed by the laws of the State of Florida without regard to its conflicts of laws provision. Yellowstone and Client agree (i) to submit to the jurisdiction of the State or Superior Courts of Flagler County, FL for the purpose of any suit or other proceeding arising out of or based upon this Agreement, (ii) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Flagler County, FL. Any such dispute may by mutual agreement of the Parties be submitted to arbitration or mediation, which shall be conducted in Flagler County, FL.

Insurance: Yellowstone shall secure and maintain, throughout the performance of Services under this Agreement, General Liability, Employers Liability, Auto Liability & Umbrella Liability coverage, as specified herein:

a. Worker's Compensation Insurance with statutory limits;
b. Employer's Liability Insurance with limits of not less than $1,000,000;
c. Commercial General Liability Insurance with combined single limits of not less than $1,000,000 per occurrence/$2,000,000 annual aggregate;
d. Comprehensive Automobile Liability Insurance, including owned, non-owned and hired vehicles, with combined single limits of not less than $1,000,000.
e. Umbrella Coverage $10,000,000 per occurrence/$10,000,000 annual aggregate

If required in writing by Client, Yellowstone shall furnish Certificates of Insurance verifying such insurance and Yellowstone agrees to provide written notice to Client at least thirty (30) days prior to any cancellation, non-renewal or material modification of the policies. When requested by Client, the original insurance policies required of Yellowstone will be made available for review.

Licenses: Yellowstone shall maintain all applicable licenses and permits within the cities, counties, and states of operation.

Indemnification for Third Party Claims: Yellowstone agrees to indemnify, defend, and hold harmless Client from and against any and all claims, losses, liabilities, judgments, costs and expenses and damages and injuries to third parties ("Claims") arising out of or caused by the negligent act, error, omission or intentional wrongdoing of Yellowstone, its subcontractors or their respective agents, employees or representatives which arise from the performance of the Services or otherwise while present on the Property for the purpose of rendering Services pursuant to this Agreement. Client agrees to indemnify and hold harmless Yellowstone against any Claims based in whole or in part by the conduct or actions of Client. The indemnity rights and obligations identified in this Agreement shall be, and are the only indemnity rights and obligations between the Parties, in law or equity, arising out of or related to Yellowstone's Services under this Agreement or any claims asserted in relation thereto.

Limitation of Liability: Except for the indemnification provision applicable to claims by third parties against Client, Yellowstone's total and cumulative liability to Client for any and all claims, losses, costs, expenses and damages, whether in contract, tort or any other theory of recovery, shall in no event exceed the amount Client has paid to Yellowstone for Services under this Agreement during the calendar year in which the claim first occurred. In no event shall Yellowstone be liable for incidental, consequential, special or punitive damages.

Indirect Damages: Neither Party shall be responsible to the other or to any third party for any economic, consequential, incidental or punitive damages (including but not limited to loss of use, income, profits, financing or loss of reputation) arising out of or relating to this Service Agreement or the performance of the Services.

Excusable Delays and Risk of Loss: Yellowstone shall not be in breach of this Agreement nor liable for damages due to (i) delays, (ii) failure to perform any obligation under this Agreement, or (iii) losses caused or attributable, in whole or in part, to circumstances beyond its reasonable control, including but not limited to: drought conditions, acts of God, governmental restrictions or requirements, severe or unusual weather, natural catastrophes, vandalism or acts of third persons. Client assumes the full risk of loss attributable to all such occurrences, including but not limited to, the repair or replacement of landscaping and payment to Yellowstone of all amounts provided in this Agreement, notwithstanding that Yellowstone may not have been able to provide all or any of its Services during such occurrences or until the premises described under this Agreement has been restored to its pre-occurrence condition.

Watering Restrictions and Drought Conditions: Should the Property be located in an area which is or becomes subject to governmental restrictions on water usage and/or watering times applicable to the Services Yellowstone will comply with such governmental restrictions which may then impact the performance, viability and/or looks of plant materials and, as such, shall be deemed circumstances beyond its reasonable control.

Nonwaiver: No delay or omission by Yellowstone in exercising any right under this Agreement, and no partial exercise of any right under this Agreement, shall operate as a waiver of such right or of any other right under this Agreement as provided for by law or equity. No purported waiver of any right shall be effective unless in writing signed by an authorized representative of Yellowstone and no waiver on one occasion shall be construed as a bar to or waiver of any such right on any other occasion. All rights of Yellowstone under this Agreement, at law or in equity, are cumulative and the exercise of one shall not be construed as a bar to or waiver of any other.

Construction: The rule of adverse construction shall not apply. No provision of this Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision. In the event any provision of the Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties as expressed herein.

Change in Law: This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases Yellowstone's costs associated with providing the services under this Agreement, Yellowstone reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Yellowstone must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.

Avalon Groves CDD-Serenoa Blvd
Exhibit A
Landscape Management Service Pricing Sheet

Core Maintenance Services

Mowing & Clean Up & Detailing *Includes mowing, edging, string-trimming, clean-up, shrub pruning, and weed removal* *42 mows per year, 12 prunings per year*	$43,358.00
IPM - Fertilization & Pest Control *Fertilization/Fungicide/Insecticide/herbicide/weed control*	$7,544.00
Irrigation Inspections *Includes monthly inspections with reports*	$4,058.00
Grand Total Annual	$54,960.00
Monthly	$4,580.00

Additional Services

Pine Bark (1x per year) *Estimated 275 cubic yards @ 2" for common areas*	$12,375.00
Palm/ Tree Pruning (1x/year)	Included
Grand Total Annual (with extra services)	$67,335.00
Monthly (with extra services)	$5,611.25

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Avalon Groves CDD-Pond and Buffer Mowing Phase 1A
Exhibit A
Landscape Management Service Pricing Sheet

Core Maintenance Services

Mowing & Clean Up & Detailing *Includes mowing, edging, string-trimming, clean-up, shrub pruning, and weed removal* *34 mows per year*	$35,220.00
IPM - Pest Control *Spot treatments for ant mounds*	$600.00
Irrigation Inspections *Includes monthly inspections with reports*	Included where irrigated
Grand Total Annual	$35,820.00
Monthly	$2,985.00

Additional Services

Palm/ Tree Pruning (1x/year)	Included

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Avalon Groves CDD-Village Entrances (1 and 2)
Exhibit A
Landscape Management Service Pricing Sheet

Core Maintenance Services

Mowing & Clean Up & Detailing	$10,240.00
Includes mowing, edging, string-trimming, clean-up, shrub pruning, and weed removal	
42 mows per year, 12 prunings per year	
IPM - Fertilization & Pest Control	$1,422.00
Fertilization/Fungicide/Insecticide/herbicide/weed control	
Irrigation Inspections	$1,298.00
Includes monthly inspections with reports	
Grand Total Annual	$12,960.00
Monthly	$1,080.00

Additional Services

Pine Bark (1x per year)	$2,700.00
Estimated 60 cubic yards @ 2" for all three entrances	
Palm/ Tree Pruning (1x/year)	Included
Grand Total Annual (with extra services)	$15,660.00
Monthly (with extra services)	$1,305.00

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Avalon Groves CDD-Ponds, Parks, and Buffers Phase 1B
Exhibit A
Landscape Management Service Pricing Sheet

Core Maintenance Services

Mowing & Clean Up & Detailing *Includes mowing, edging, string-trimming, clean-up, shrub pruning, and weed removal* *42 mows per year St. Augustine, 34 mows per year Bahia*	$33,520.00
IPM - Fertilization & Pest Control *Fertilization/Fungicide/Insecticide/herbicide/weed control*	$3,860.00
Irrigation Inspections *Includes monthly inspections with reports*	$1,825.00
Grand Total Annual	$37,380.00
Monthly	$3,115.00

Additional Services

Pine Bark (1x per year) *Estimated 75 cubic yards @ 2" for park areas* *No plans provided for parks so mulch is estimated*	$3,375.00
Palm/ Tree Pruning (1x/year)	Included
Grand Total Annual (with extra services)	$40,755.00
Monthly (with extra services)	$3,396.25

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YELLOWSTONE
LANDSCAPE

Scope of Work

Scope of Services Summary

The following is a summary of the proposed scope of services to be provided. It serves as an outline, detailing the Best Practices that our company has developed in order to ensure that we provide consistent landscape maintenance services to your property and meet all the contractual specifications of your landscape maintenance agreement.

I. LANDSCAPE MAINTENANCE PROGRAM

A. Turfgrass Specifications

1. **Mowing**
   a. Schedule of mowing is determined by the type of turf being serviced and adjusted to coincide with seasonal growth rates to maintain a consistent, healthy appearance. Scheduled cuts missed due to inclement weather will be made up as soon as possible.
   b. Mower blades will be kept sharp at all times to prevent tearing of grass leafs.
   c. Turf growth regulators may be used to assist in maintaining a consistent and healthy appearance of the turf.
   d. Various mowing patterns will be employed to ensure the even distribution of clippings and to prevent ruts in the turf caused by mowers. Grass clippings will be left on the lawn to restore nutrients, unless excess clippings create an unsightly appearance.
   e. Turf will be cut to a desirable height with no more than 1/3 of the leaf blade removed during each mowing to enhance health and vigor.

2. **Edging & Trimming**
   a. **Yellowstone Landscape** will neatly edge and trim around all plant beds, curbs, streets, trees, buildings, etc. to maintain shape and configuration.
   b. Edging equipment will be equipped with manufacturer's guards to deflect hazardous debris.
   c. All walks will be blown after edging to maintain a clean, well-groomed appearance.
   d. All grass runners will be removed after edging to keep mulch areas free of weeds and encroaching grass.
   e. “Hard” edging, “soft” edging and string trimming will be performed in conjunction with turf mowing operations.
   f. Areas mutually agreed to be inaccessible to mowing machinery will be maintained with string trimmers or chemical means, as environmental conditions permit.

3. **Debris Removal**
   a. Prior to mowing, each area will be patrolled for trash and other debris to reduce the risk of object propulsion and scattering, excluding areas concentrated with trash (e.g., dumpster zones, dock areas, and construction sites).
   b. Landscape debris generated on the property during landscape maintenance is the sole responsibility of **Yellowstone Landscape,** and will be removed no additional expense to the **Client**.

4. **Fertilizer**
   a. Turf grass will be fertilized as appropriate in accordance with type using a premium turf fertilizer containing minor elements. Various ratios of Nitrogen, Phosphorus, and Potassium (NPK) will be utilized for different growing seasons and environmental conditions.
   b. All sidewalks, roads, curbs, and patios will be swept clean of granular fertilizer after applications to minimize staining.

5. **Insect, Disease, and Weed Control**
   a. Treatment of turf areas for damaging insect infestation or disease and weed control will be the responsibility of **Yellowstone Landscape.**
   b. All products will be applied as directed by the manufacturer's instructions and in accordance with all state and federal regulations.
   c. **Yellowstone Landscape** must possess and maintain an active certified Pest Control License issued through the local governing department responsible for issuing such licenses. Only trained applicators will apply agricultural chemicals.
   d. Access to a water source on the Client's property must be provided for use in spray applications.

B. Plant Material Specifications

1. **Shrubs**
   a. All pruning and thinning will be performed to retain the intended shape and function of plant material using proper horticultural techniques. Shrubs will be trimmed with a slight inward slope rising from the bottom of the plant to retain proper fullness of foliage at all levels.
   b. Plant growth regulators may be used to provide consistent and healthy appearance for certain varieties of plant material and ground covers.
   c. Clippings are to be removed by **Yellowstone Landscape** following pruning.

2. **Tree Maintenance**
   a. Trees will be cleared of sprouts from trunk. "Lifting" of limbs up to 10 feet above the ground is included.
   b. Palm Trees will have only brown or broken fronds removed at time of pruning.
   c. **Yellowstone Landscape** will maintain staking and guying of new trees. Re-staking of trees due to extreme weather is provided as a separate, billable service.

3. **Edging and Trimming**
   a. Groundcovers will be confined to plant bed areas by manual or chemical means as environmental conditions permit.
   b. "Weedeating" type edging will not be used around trees.

4. **Insect, Disease and Weed Control**
   a. Plants will be treated chemically as needed to effectively control insect infestation and disease as environmental and horticultural conditions permit. In extraordinary cases where disease or pests resist standard chemical treatments, **Yellowstone Landscape** will offer suggestions regarding the best course of action.
   b. Open ground in plant beds will be treated by manual or chemical means to control weed pressure as environmental, horticultural, and weather conditions permit.
   c. **Yellowstone Landscape** will maintain a log listing all applications and will have MSDS sheets available for each product used on the **Client's** property.
   d. The **Client** must provide access to a suitable water source on their property for use by **Yellowstone Landscape** in spray applications.

5. **Fertilization**
   a. Shrubs and ground cover will be fertilized with a recommended analysis containing a balanced minor nutrient package with a minimum 50% slow-release Nitrogen source product. Fertilization typically occurs in spring and fall, according to environmental conditions.
   b. Ornamental and Shade Trees will be fertilized utilizing a balanced tree fertilizer at recommended rates according to size.
   c. Palm Trees will be fertilized utilizing a balanced palm tree fertilizer at recommended rates according to size.

C. Irrigation System Specifications

1. Irrigation inspections include inspection of sprinkler heads, timer mechanism, and each zone. In addition, the system will be inspected visually for hot spots and line breaks with each additional visit to the property.

2. Irrigation rotors and spray nozzles will be kept free of grass and other plant material to ensure proper performance.
3. Minor nozzle adjustments and cleaning and timer adjustments will be performed with no additional charge.
4. **Yellowstone Landscape** will promptly inform the client of any system malfunction or deficiencies.
5. Repairs for items such as head replacement, broken lines, pumps or timers will be performed upon the client's approval and billed accordingly. Any damage caused by **Yellowstone Landscape** personnel shall be repaired promptly at no cost to the **Client**. In the event that a problem arises to the system that could result in additional damage occurring or threat to safety, **Yellowstone Landscape** will immediately make the necessary repairs and then contact the Client.

D. Annual Flower Specifications

1. Annual flowers will be changed with selected standard varieties best suited to the seasonal and environmental conditions at the ideal spacing for the plant varieties chosen.
2. Fungicides and insecticides will be applied as needed to maintain healthy planting beds.
3. Annual flower beds will be serviced to remove flowers that are fading or dead ("deadheading") to prolong blooming time and to improve the general appearance of the plant.
4. All soils are to be roto-tilled after removing and prior to installing new flowers.
5. "Flower Saver Plus®" (or comparable product) containing beneficial soil micro-organisms and rich organic soil nutrients, will be incorporated in the annual flower planting soil at the time of each flower change. Supplemental top-dressing with a controlled-release fertilizer and/or soluble liquid fertilizer will be applied to enhance flowering and plant vigor.

E. Mulch

1. Mulch will be replenished in accordance with the terms and specifications set forth in the landscape maintenance agreement.

II. ADDITIONAL SERVICES

A. Yellowstone Landscape will provide extra services, special services and/or landscape enhancements over and above the specifications of landscape maintenance agreement at an additional charge with written approval from an authorized management representative of the **Client.**

Scope of Services Summary

III. YELLOWSTONE LANDSCAPE PERSONNEL

A. **Yellowstone Landscape** will provide all labor, transportation and supervision necessary to perform the work described herein.
B. Field personnel will be equipped with all necessary supplies, tools, parts and equipment and trained to perform work in a safe manner.
C. Personnel will be licensed for all applicable maintenance functions, including any pesticide or supplemental nutrient applications, as required by law.
D. **Yellowstone Landscape** recognizes that its personnel are representatives of the **Client** while on the **Client's** property and, as such, will conduct themselves in an efficient, well-mannered, well-groomed and workman-like manner at all times.
E. Any damage caused by **Yellowstone Landscape** personnel will be repaired promptly at no cost to the **Client.**
F. **Yellowstone Landscape** may utilize qualified subcontractors at any time during the agreement period and will be responsible for managing the quality of their services.
G. All work performed by **Yellowstone Landscape** will be coordinated with the **Client** to minimize disruption and to maximize safety to people and vehicular traffic on the property.

IV. YELLOWSTONE LANDSCAPE VEHICLES AND EQUIPMENT

A. **Yellowstone Landscape** service vehicles will be well maintained and clean in appearance. Vehicles must be properly licensed and tagged, and operated only by licensed personnel.
B. All **Yellowstone Landscape** vehicles must operate in a safe and courteous manner while on the **Client's** property. Pedestrians have the right-of-way and service vehicles are expected to yield.
C. All trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance.
D. Tools and equipment must be properly suited for their purpose and used in a safe manner, utilizing the appropriate safety gear at all times.

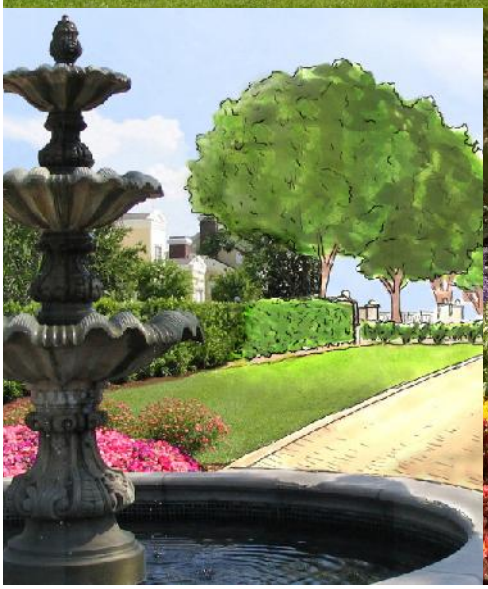
V. ADDITIONAL PROVISIONS

A. Property inspections will be conducted regularly by an authorized **Yellowstone Landscape** representative**. Yellowstone Landscape** will document and correct any landscape maintenance deficiencies identified within one week, or provide a status update for work requiring a longer period to accomplish.
B. **Yellowstone Landscape** will provide the **Client** with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.

Experience

YELLOWSTONE
LANDSCAPE









Yellowstone Landscape began with the unification of established, independently successful landscape companies across the South.

Since 2008, we've been linked by a common goal to better serve our clients, sharing decades of experience in landscape design and installation, tree care services and landscape maintenance.

As one of the landscape industry's fastest growing and most awarded commercial landscaping companies, we are proud to serve more than two thousand client properties from our local branch facilities, across six Southern states.

We offer a uniquely comprehensive suite of services and expertise, allowing us to partner with our clients at any stage in their landscape's life cycle. From a landscape design idea on a computer screen, to a mature and thriving landscape in the ground, Yellowstone Landscape is the only commercial landscaping partner you'll ever need.

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Proud to Serve Orlando

YELLOWSTONE
LANDSCAPE









Excellence in Commercial Landscaping for Your Orlando Area Properties

Yellowstone Landscape is proud to serve Central Florida's commercial landscaping needs from two branch locations in Orlando. With **more than 150 local employees**, we're one of the largest and most awarded commercial landscape service firms in the greater Orlando area.

We offer landscape design, landscape installation, and landscape maintenance services to some of the area's most beautiful homeowner associations, resorts and hotels, city and county governments, master planned developments, corporate campuses, commercial office parks, schools, universities, hospitals, apartment communities and retail shopping centers.

Our service teams are ready to provide you with **Orlando's most professional and responsive commercial landscaping services**, always tailored to your needs and expectations.

Orlando-North Offices
1930 Silver Star Road
Orlando, FL 32804
407.814.2400

Orlando-South Offices
1773 Business Center Lane
Kissimmee, FL 34758
407.396.0529

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Landscape Maintenance

YELLOWSTONE LANDSCAPE







Landscape Maintenance is all about the details. We're committed to getting the details right, so you can enjoy your landscape and take pride in its appearance.

From week to week, month to month, and year to year, there are **hundreds of details** that need to be coordinated for your landscape to looks its best. Assuring that none of those details are overlooked requires a professionally administered, **integrated Landscape Maintenance program**.

Synchronizing routine maintenance activities like mowing, edging, weeding, trimming and clean-up, with fertilization and pest management applications, and your irrigation system's schedule and maintenance is no easy task.

That's why we incorporate all the details of our landscape services into **your Plan for Success™**.

Our Landscape Maintenance teams are trained in our industry's Best Practices. They behave as if they were a part of your staff and work hard to **solve problems while they're still called opportunities**. If the unexpected happens, our teams respond to correct the problem, quickly and professionally.

Your dedicated Account Manager will provide regular updates about what we're doing to maintain your landscape. Our goal is to provide you with **all the information you need** about your landscape, **when you need it**.

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Irrigation Installation & Management

YELLOWSTONE LANDSCAPE







There is **nothing more essential to the success of your landscape** than regular access to the right amount of water.

Commercial irrigation systems are sophisticated technology that require **special certification** to install and operate.

Our Irrigation Installation and Management Professionals are **experts in all major commercial irrigation systems**. From older systems in need of frequent repairs and updates, to the most modern and innovative water-wise systems available, **our Irrigation Teams are dedicated to protecting your valuable water resources.** Once installed, we always adhere to local ordinances governing water use and have implemented the principles of the leading industry groups. These **guidelines govern how we design, install, and maintain your irrigation system.**

Professional irrigation management is an essential service to eliminate waste in your water consumption and reduce your water usage.

Yellowstone Landscape provides you with the most experienced team of Irrigation Professionals in the industry.

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Seasonal Color Installations

YELLOWSTONE LANDSCAPE











If you want to make a big impact and create dramatic curb appeal for your community or commercial property, there is no better way than a professionally designed seasonal color display.

Our landscape designers and color bed installation experts will "**bring the wow" to your entrances and feature areas** with stunning seasonal color displays using only the highest quality, locally sourced plant materials.

Your color bed installations begin with a **custom design proposal tailored to your preferences**, incorporating seasonally appropriate flowers. We begin with bed preparation, the most critical part of the installation process, removing the previous rotation's plants and groundcover materials, bedline trenching, tilling of the soil and adding high quality fertilizers as needed.

We recommend installations with **tighter spacing to create more vibrant color and instant impact.** As conditions warrant, we can provide hand-watering and additional fertilization of seasonal flowers to promote healthy growth and prolong bloom times.

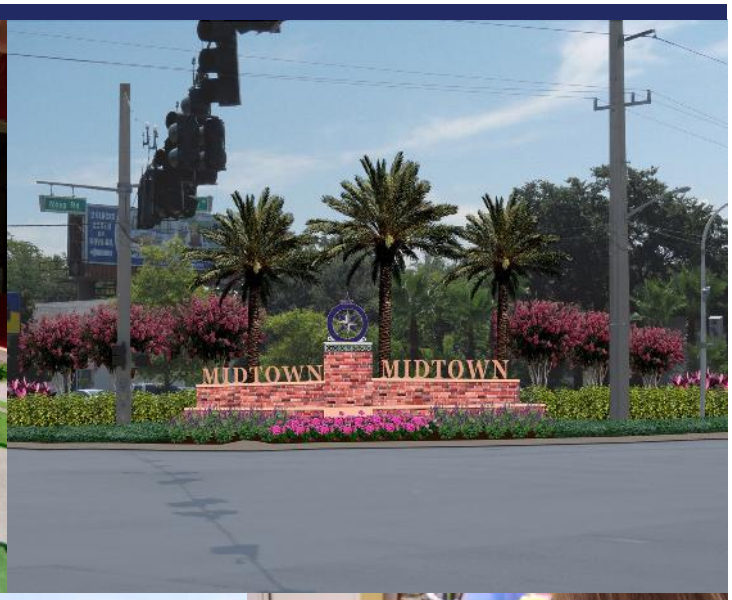
Regular maintenance of your seasonal color installation during service visits includes removal of withering plants and monitoring of the soil quality and checking that the plants' watering requirements are being met.

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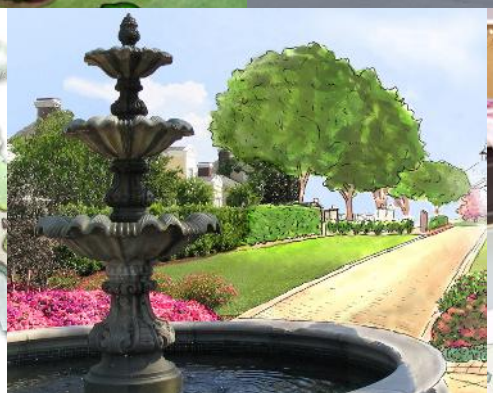
Landscape Design

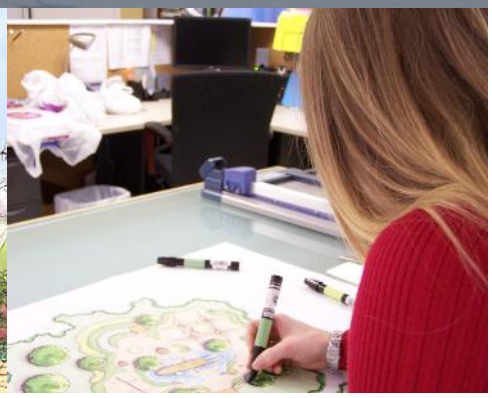
YELLOWSTONE LANDSCAPE











You need your landscape to look its best, but you're not quite sure where to get started.

Whether you need a landscape design plan for a new development or just want to enhance a few feature areas in your existing landscape, our Landscape Designers are ready to help you see your landscape's full potential.

Our Designers are specially trained, creative professionals. They're knowledgeable about all the latest concepts in landscape design and they're also familiar with your area's local plant materials. This ensures that what they select to plant will thrive once it's in the ground.

The last thing you want is to invest in a landscape installation project, only to see the plants fail within the first year.

Working with a Landscape Designer starts with a meeting to find out what your goals are for your project. They'll create **photo renderings** so you can actually see what your new landscape will look like, before it's planted. You'll be a part of the process from beginning to end.

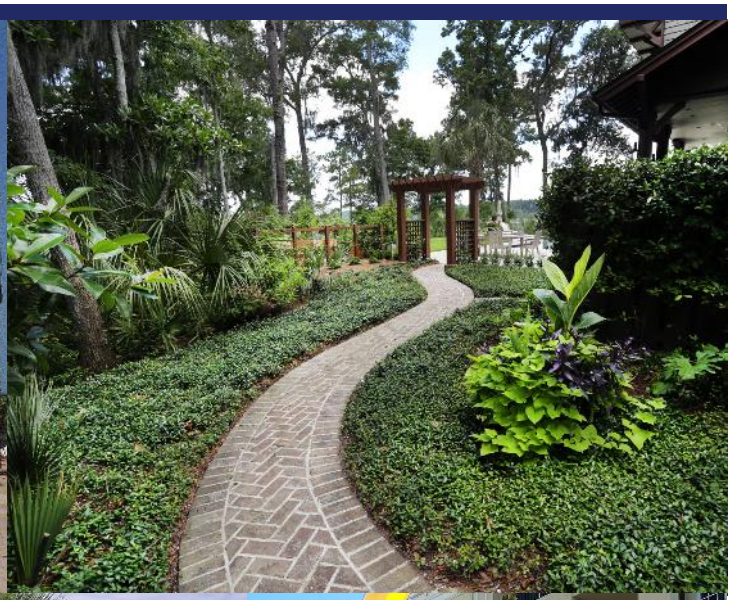
And best of all, **we offer Landscape Design as a complimentary service to current Landscape Maintenance clients when we install your landscape enhancement.**

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Landscape Installation

YELLOWSTONE LANDSCAPE











You need your landscape installation project completed safely, on time and on budget.

Our Landscape Installation Teams will do everything we can to make sure your project stays on schedule (or gets back on schedule), with experience and **capabilities scalable to handle any project and any time line.**

All Landscape Installation projects start with a meeting to thoroughly review your site and your design plans, verifying that the plant material selected is suitable for your project's environment. With experts on staff in Landscape Design and Landscape Maintenance, we'll offer recommendations to **preserve the long term health and appearance of the project after installation.** We can also suggest alternate, native plant materials and trees to help conserve water usage, while preserving the project's intended visual appeal.

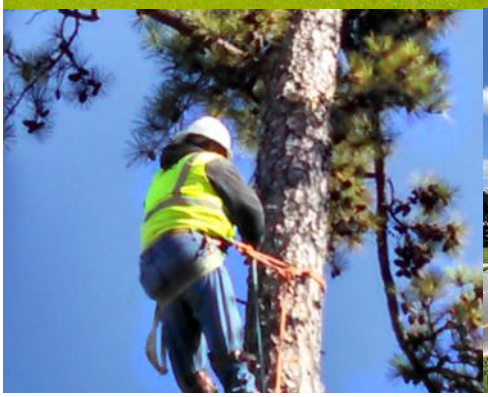
We offer **extended warranties** on all plant materials that we install, when you allow us to provide ongoing landscape maintenance services. We offer this to our clients because we install every landscape with the goal to become **your lifetime landscape service partner**, growing with you as your landscape matures.

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Tree Care Services

YELLOWSTONE LANDSCAPE







Your trees add beauty and value to your property. In the case of mature trees, they are **an absolutely irreplaceable asset**. Keep them healthy and protect your property with regular evaluations and treatments.

Yellowstone Landscape is a full service tree care company, specializing in Plant Health Care and Pruning in accordance with the highest industry standards. Our Tree Care teams are led by **certified Arborists**, educated and trained in all aspects of Arboriculture.

We're dedicated to improving and protecting your trees and shrubs, utilizing the latest innovations in tree care science.

Our Tree Care services include:

- Pruning
- Cabling & Bracing
- Lightning Protection
- Fertilization
- Disease & Pest Management
- Tree Removal
- Tree Planting
- Stump Grinding
- Root Management

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Client Surveys

YELLOWSTONE LANDSCAPE











Each year our clients are asked to complete a brief on line survey to tell us how we are performing in our mission to **create premier properties and build lasting relationships**.

The survey asks that each client rank us in the following categories:

- Quality of Work
- Ability to Meet Expectations
- Responsiveness to Individual Needs
- Clarity of Information
- Level of Respect for You
- Overall Satisfaction

It concludes with the simple question, "Would you recommend Yellowstone Landscape?"

Results from our most recent client survey:

Category	Positive Responses
Quality of Work	95%
Ability to Meet Expectations	93%
Responsiveness to Individual Needs	95%
Clarity of Information	95%
Level of Respect for You	100%
Overall Satisfaction	94%
Would Recommend Yellowstone Landscape	94%

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Building Lasting Partnerships

YELLOWSTONE LANDSCAPE



Yellowstone Landscape has developed a reputation for creating and maintaining award-winning landscape environments for some of the country's most recognized brands.

But the work is only part of the reason that clients choose to partner with us.

Because of our proactive approach, flexible scheduling to accommodate special events, and a relentless focus on communication, our clients choose continue their partnerships with us, year after year.

Our focus on building lasting relationships with the clients we serve, has led to many partnerships that have been established and grown over time. In fact many of these partnerships now span more than a decade of successful service. We believe that our high-quality landscapes, coupled with superior customer service are why clients look to us for all their landscape needs.

Yellowstone clients know that effectively managing their property's landscape is a lifetime commitment that requires careful coordination of services. That's why our approach to managing your property's landscape investment includes regular maintenance services (mowing, trimming, edging) paired with detailed fertilization and pest management plans to keep your property looking its best, while preserving the long-term health of your landscape.

Yellowstone Landscape is honored to serve each of our clients' properties and we look forward to continuing our tradition of award-winning service as we build new relationships with clients across the South.

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Industry Recognition

YELLOWSTONE LANDSCAPE



Our clients' properties have earned dozens of National Landscape Awards of Excellence, the highest honor given in our industry. They've been recognized as some of the most outstanding commercial landscaping projects in the country. Below is a partial listing of our award-winning projects:

Hermann Park; Houston, Texas; 2017

Walton Riverwood; Atlanta, Georgia; 2017

Legacy of Leesburg; Leesburg, Florida; 2017

Swan and Dolphin Resort; Orlando, Florida; 2016

Cane Island Amenity Village; Katy, Texas; 2016

Tradition; Tradition, Florida; 2015

AAA Headquarters; Lake Mary, Florida; 2013

Technology Park Atlanta; Peachtree Corners, Georgia; 2013

Boeing 787 Assembly Facility; North Charleston, South Carolina; 2012

Waldorf Astoria Resort; Orlando, Florida; 2012

Grand Haven; Palm Coast, Florida; 2011

Fleming Island Plantation; Orange Park, Florida; 2010

Hammock Beach Resort; Palm Coast, Florida; 2008

Reunion Resort & Club; Orlando, Florida; 2007

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Committed to Safety

YELLOWSTONE LANDSCAPE











Yellowstone Landscape has made safety our number one priority. We know that we are equally responsible for the safety of our employees, and our clients' residents, employees, guests and their property.

Our commitment to safety includes providing a **safe, healthy work environment,** kept free from hazards. Whether starting or ending the day at one of our branch locations, traveling over the area's roadways, or at a client's work site, all Yellowstone Landscape employees are trained to **behave professionally and remain alert** to all potential safety hazards they may encounter.

Our Commitment to Safety includes:

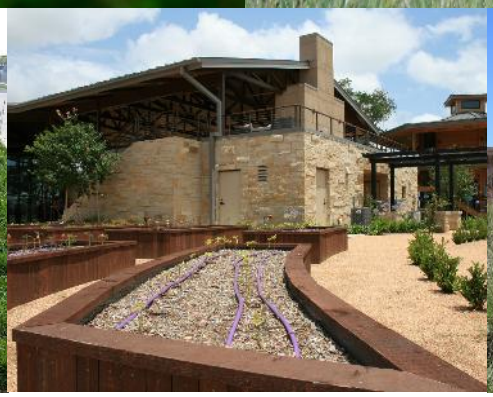
- New Employee Training on Safe Operating Procedures
- Strict Compliance to All OSHA Regulations
- Weekly Tailgate Talks Conducted with All Field Service Teams
- Annual Safety Rodeos with Industry Safety Experts
- Dedicated Safety Officers in Each Branch Location
- Mandatory Use of Appropriate Personal Protective Equipment (PPE) at All Times

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Environmental Stewardship

YELLOWSTONE LANDSCAPE




As a leader in the landscaping industry we have an added responsibility to be good stewards of our natural resources. We also understand that many clients have become keenly aware of the need to reduce their environmental impact.

Our initiatives toward responsible environmental stewardship include:

Integrated Pest Management: IPM Programs use a combination management tools to create an environment where it is less likely that the pest will return.

Innovation Irrigation: This includes smart controllers, rain sensors, micro irrigation and drip irrigation to eliminate water waste, integrating recycled water intakes where natural sources are available.

Reducing Carbon Emissions: EFI equipment used by our service personnel reduces our fuel consumption by 25% compared with traditional outdoor power equipment.

Organic Options: We offer organic alternatives to all traditional management solutions.

Drought-Tolerant Plants & Trees: Installing the right plant material for your property's environment reduces the water consumption necessary for your plants and trees to thrive.

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Licenses and Certifications

YLGHO-1 OP ID: 3L

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 386-944-5806 Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 King Pickett	CONTACT NAME: MARY BURNS PHONE (A/C, No, Ext): 386-944-5806 FAX (A/C, No): 386-323-9119 E-MAIL ADDRESS: MBURNS@BBDAYTONA.COM
INSURED YELLOWSTONE LANDSCAPE, INC 3235 N STATE STREET PO BOX 849 BUNNELL, FL 32110	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Westfield Ins Co — 24112 INSURER B : Argonaut Insurance Company — 19801 INSURER C : Great Amer Ins Co — 16691 INSURER D : LLoyd's of London — INSURER E : Federal Insurance Company — 20281 INSURER F : —

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			CMM5060952	04/30/2018	04/30/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
A	X CONTRACTUAL LIAB			CMM5060952	04/30/2018	04/30/2019	MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			CMM5060952	04/30/2018	04/30/2019	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
C	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE			TUU 2545544 00	04/30/2018	04/30/2019	AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N / A		WC928378337574 (MASTER)	04/30/2018	04/30/2019	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	EXCESS LIABILITY			93648120	04/30/2018	04/30/2019	OCC & AGG	10,000,000
D	POLLUTION LIAB			W10B9B180901	04/30/2018	04/30/2019	EACH OCC	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

FOR INFORMATION

CERTIFICATE HOLDER

YLGHO01

YELLOWSTONE LANDSCAPE, INC
3235 N STATE ST
PO BOX 849
BUNNELL, FL 32110

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Licenses & Certications

YELLOWSTONE LANDSCAPE

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Yellowstone Landscape - Southeast, LLC

2 Business name/disregarded entity name, if different from above
dba Yellowstone Landscape

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **C**
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
3235 N. State Street, PO Box 849

Requester's name and address (optional)

6 City, state, and ZIP code
Bunnell, FL 32110

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
2 0 - 2 9 9 3 5 0 3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Crystal Westling Date ▶ 1/1/2016

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Certified Pest Control Operator

YELLOWSTONE LANDSCAPE

State of Florida

Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement

CERTIFIED PEST CONTROL OPERATOR

Number: JF235888

DAVID BOLDMAN

This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

Lawn and Ornamental

in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.

In Testimony Whereof, Witness this signature at Tallahassee, Florida on August 5, 2015

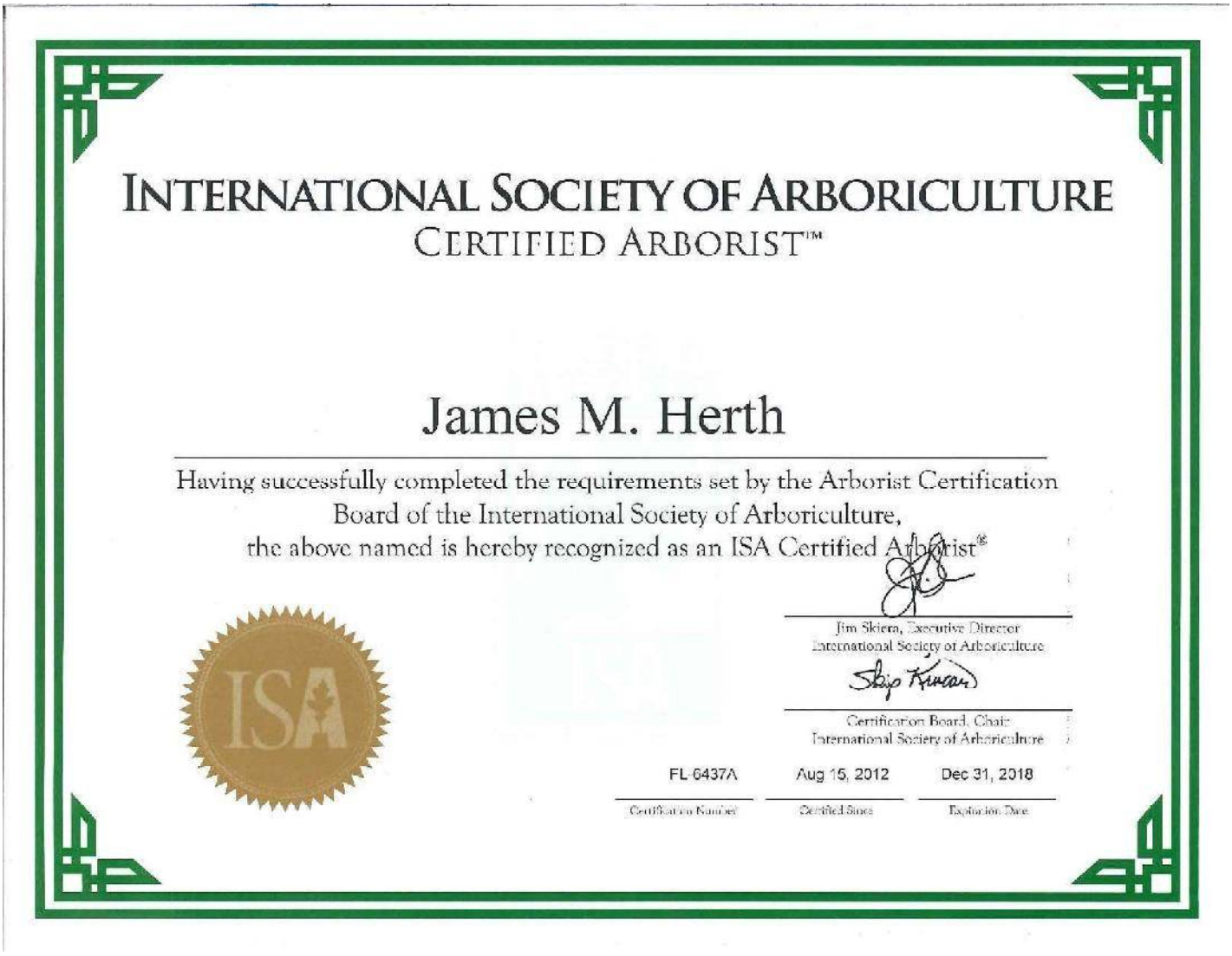
Adam H. Putnam
Commissioner of Agriculture

Chief, Bureau of Licensing and Enforcement

FDACS 13618, 06/01

Certified Arborist

YELLOWSTONE LANDSCAPE



INTERNATIONAL SOCIETY OF ARBORICULTURE

CERTIFIED ARBORIST™

James M. Herth

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist®

Jim Skiera, Executive Director
International Society of Arboriculture

Certification Board, Chair
International Society of Arboriculture

Certification Number	Certified Since	Expiration Date
FL-6437A	Aug 15, 2012	Dec 31, 2018


RAIN BIRD®
Factory Trained
Jon Cook
MAXICOM OPERATOR

EXHIBIT B
LANDSCAPE MAINTENANCE AREAS

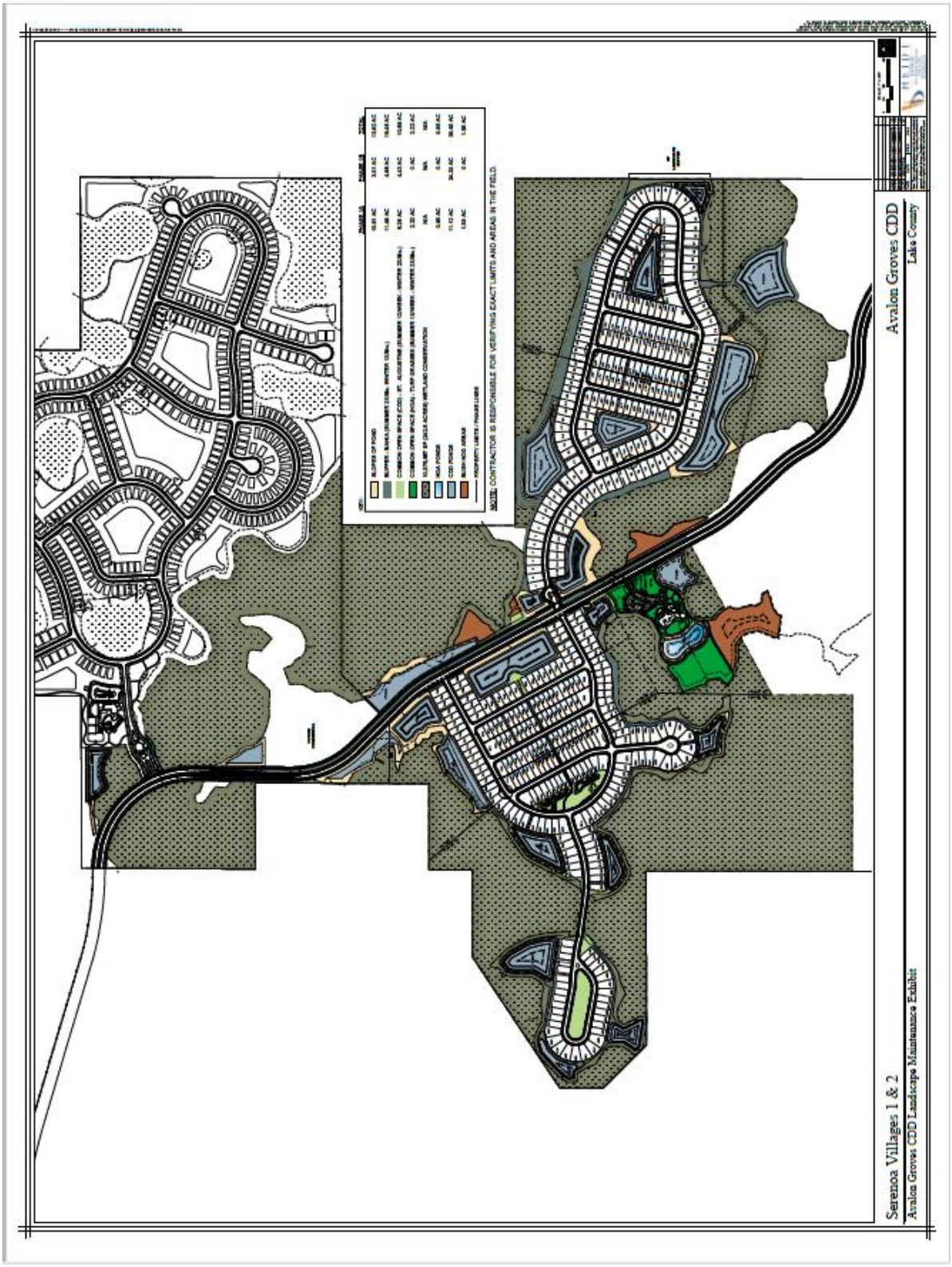


EXHIBIT 6

YELLOWSTONE
LANDSCAPE

Enhancement Proposal

Job Name:	Initial Irrigation Repairs	Proposal #	
Property Name:	Avalon Groves CDD	Date:	January 3, 2019
Client:	Avalon Groves CDD C/O DPFG		
Address:	1060 Maitland Center Commons Suite 340		
City/State/Zip:	Maitland FL. 32751		
Phone:			

Yellowstone Landscape will complete the work described below:

Description

Replace 4 bad nozzles and 3 cross threaded male adapters in valves

Rainbird nozzle.	*4*	*$*	*1.40*	*$*	*5.60*
2" Slip Fix.	*3*	*$*	*21.73*	*$*	*65.19*
2" Male Adapter.	*3*	*$*	*2.69*	*$*	*8.07*
Labor to repair parts	*3*	*$*	*50.00*	*$*	*150.00*
TOTAL PRICE				**$**	**228.86**

ACCEPTANCE OF TERMS

Signature below authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted.
Payment terms: Net 30 days. All overdue balances will be a charged a 1.5% a month, 18% annual percentage rate.
Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Client: Patricia Thbatt

Date:

Prepared by: *Jon Cook*

Date: January 3, 2019

Internal Use Only		
Project Number:	District:	Davenport
PO Reference:	Date Work Completed:	

EXHIBIT 7

This instrument was prepared by and upon recording should be returned to:

Roy Van Wyk, Esq.
HOPPING GREEN & SAMS P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

(This space reserved for Clerk)

CORRECTIVE[1] TRUE-UP AGREEMENT
(SERIES 2017A-1 AND A-2 BONDS)

THIS TRUE-UP AGREEMENT (SERIES 2017 A-1 AND A-2 BONDS) ("**Agreement**") is made and entered into as of this 6th of April, 2017, by and between:

Avalon Groves Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Lake County, Florida, and whose mailing address is 250 International Parkway, Suite 280, Lake Mary, Florida 32746 ("**District**"); and

VK Avalon Groves, LLC, a Delaware limited liability company, the owner and primary developer of lands within the boundary of the District, and whose address is 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637 ("**Developer**").

RECITALS

WHEREAS, the District was established by ordinance of the Board of County Commissioners of Lake County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"), and is validly existing under the constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including roadways, stormwater management, utilities (water and sewer), off-site improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Developer is currently the owner and primary developer of the lands within the District known as "**Assessment Area Two**," as described in **Exhibit A** attached hereto; and

[1]This corrective document is intended to correct a scrivener's error in the original, dated April 6, 2017, and recorded as instrument #2017040641 in the Official Records of Lake County, Florida, on April 14, 2017. The legal description of **Assessment Area Two** attached hereto as **Exhibit A** has been replaced with a corrected description, and the District's address has been updated. The remainder of the document remains unchanged.

WHEREAS, for the benefit of Assessment Area Two, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services known as the "**Assessment Area Two Project**" and as defined in the *Preliminary Engineer's Report*, dated October 11, 2016, as supplemented by the *Avalon Groves Community Development District Engineer's Supplemental Report*, dated February 23, 2017 (together, "**Engineer's Report**"); and

WHEREAS, the District intends to finance a portion of the Assessment Area Two Project through the use of proceeds from the anticipated sale of $7,215,000 in aggregate principal amount of Special Assessment Bonds, Series 2017A-1 (Assessment Area Two Project), and $4,400,000 in aggregate principal amount of Special Assessment Bonds, Series 2017A-2 (Assessment Area Two Project) ("**2017A-1 and A-2 Bonds**"); and

WHEREAS, pursuant to Resolution Nos. 2017-03, 2017-04, 2017-09 2017-15, and 2017-16, (together, "**Assessment Resolutions**"), the District has taken certain steps necessary to impose a special assessment lien ("**2017 A-1 and A-2 Assessments**") on Assessment Area Two pursuant to Chapters 170, 190 and 197, *Florida Statutes*, to secure repayment of the 2017A-1 and A-2 Bonds; and

WHEREAS, as part of the Assessment Resolutions, the District adopted: (1) *Master Assessment Methodology Report,* dated October 27, 2016; and, (2) *First Supplemental Special Assessment Methodology Report,* dated March 27, 2017 (together, "**Assessment Report**"), all of which are on file with the District and expressly incorporated herein by this reference; and

WHEREAS, Developer agrees that all lands within Assessment Area Two benefit from the timely design, construction, or acquisition of the 2017 A-1 and A-2 Assessments; and

WHEREAS, Developer agrees that the 2017 A-1 and A-2 Assessments, which were imposed on the lands within the District, have been validly imposed and constitute valid, legal, and binding liens upon the lands within the District; and

WHEREAS, the Assessment Resolutions together with the Assessment Report provide that as the lands within the District are platted, the allocation of the amounts assessed to and constituting a lien upon the lands within the District would be calculated based upon certain density assumptions relating to the number of each type of residential unit to be constructed on the developable acres within the District, which assumptions were provided by Developer; and

WHEREAS, Developer intends to plat and develop its lands within the District based on then-existing market conditions, and the actual densities developed may be at some density less than the densities assumed in the Assessment Report; and

WHEREAS, as more fully described by the Assessment Resolutions, the Assessment Report anticipates a mechanism by which the Developer shall make certain payments to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, with the amount of such payments being determined

generally by a calculation of the principal amount of assessments to be assigned under the Assessment Report as compared to the amount able to be assigned as reconfigured (which payments shall collectively be referenced as the "**True-Up Payment**").

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. **VALIDITY OF ASSESSMENTS.** Developer agrees that the Assessment Resolutions have been duly adopted by the District. Developer further agrees that the 2017 A-1 and A-2 Assessments imposed as liens by the District are legal, valid, and binding liens on the land against which assessed until paid, coequal with the liens of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Developer waives any defect in notice or publication or in the proceedings to levy, impose, and collect the 2017 A-1 and A-2 Assessments on the lands within the District, and further waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such 2017 A-1 and A-2 Assessments. Developer further agrees that to the extent Developer fails to timely pay all 2017 A-1 and A-2 Assessments collected by mailed notice of the District, said unpaid 2017 A-1 and A-2 Assessments (including True-Up Payments) may be placed on the tax roll by the District for collection by the Lake County Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year.

3. **WAIVER OF PREPAYMENT RIGHT.** Developer waives any rights it may have under Section 170.09, *Florida Statutes*, to prepay the 2017 A-1 and A-2 Assessments without interest within thirty (30) days of completion of the improvements.

4. **SPECIAL ASSESSMENT REALLOCATION.**

(a) The following "true-up" process applies to each of the two liens established under the Assessment Resolutions. As parcels of land or lots are platted, the 2017 Assessments securing the Series 2017A-1 and A-2 Bonds shall be allocated as set forth in such Assessment Report. In furtherance thereof, at such time as parcels or land or lots are platted, and at the intervals identified in the Assessment Report, it shall be an express condition of the liens established by the Assessment Resolutions that any and all plats of any portion of the lands within the District, as the District's boundaries may be amended from time to time, shall be presented to the District Manager for review, approval and calculation of the percentage of acres and numbers of units which will be, after the plat, considered to be developed. No further action by the Board of Supervisors shall be required. The District's review shall be limited solely to this function and the enforcement of the liens established by the Assessment Resolutions. The District Manager shall cause the 2017 A-1 and A-2 Assessments to be reallocated to the units being platted and the remaining property in accordance with the Assessment Report, cause such reallocation to be recorded in the District's Improvement Lien Book, and shall perform the true-up calculations

described in the Assessment Report, which process is incorporated herein as if fully set forth. Any resulting True-Up Payment shall become due and payable that tax year by the landowner(s) of record of the remaining property, in addition to the regular assessment installment payable with respect to the remaining developable acres.

(b) The foregoing is based on the District's understanding that the unit numbers and types shown in the Assessment Report shall be developed on the net developable acres within Assessment Area Two and is intended to ensure that the appropriate ratio of the 2017 A-1 and A-2 Assessments to developable acres is maintained if fewer units are developed. However, no action by the District prohibits more than the maximum units shown in the Assessment Report from being developed. In no event shall the District collect 2017 A-1 and A-2 Assessments in excess of the total debt service related to the Assessment Area Two Project, including all costs of financing and interest. The District recognizes that such events as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If the strict application of the true-up methodology to any assessment reallocation pursuant to this paragraph would result in 2017 A-1 and A-2 Assessments collected in excess of the District's total debt service obligation for the Assessment Area Two Project, the Board shall by resolution take appropriate action to equitably reallocate the 2017 A-1 and A-2 Assessments. Further, upon the District's review of the final plat for the developable acres, any unallocated 2017 A-1 and A-2 Assessments shall become due and payable and must be paid prior to the District's approval of that plat.

5. ENFORCEMENT. This Agreement is intended to be an additional method of enforcement of Developer's obligation to pay the 2017 A-1 and A-2 Assessments and to abide by the requirements of the reallocation of 2017 A-1 and A-2 Assessments, including the making of the True-Up Payment, as set forth in the Assessment Resolutions. A default by either party under this Agreement shall entitle any other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance.

6. ASSIGNMENT.

a. ***Agreement Runs with Land*** – This Agreement shall constitute a covenant running with title to Assessment Area Two, binding upon Developer and its successors and assigns as to Assessment Area Two or portions thereof, and any transferee of any portion of Assessment Area Two as set forth in this Section.

b. ***Transfer Conditions*** – Developer shall not transfer any portion of Assessment Area Two to any third party, without satisfying the following conditions ("**Transfer Conditions**"): (i) satisfying any True-Up Payment that results from any true-up determinations made by the District, and (ii) obtaining an estoppel letter from the District addressing the same, provided however that with respect to the transfer of platted and fully developed lots to end users, the Transfer Conditions shall only include item (i), and item (ii) shall not be required. Any transfer that is consummated pursuant to this Section shall operate as a release of Developer from its obligations under this Agreement as to such portion of

Assessment Area Two transferred and only arising from and after the date of such transfer and satisfaction of all of the Transfer Conditions including payment of any True-Up Payments due. Further, the transferee, which by recording or causing to be recorded in the Public Records of Lake County the deed transferring such portion of Assessment Area Two to the transferee, shall be deemed to assume Developer's obligations in accordance herewith, and shall be deemed the "Developer" from and after such transfer for all purposes as to such portion of Assessment Area Two so transferred. Regardless whether the conditions of this subsection are met, any transferee shall take title subject to the terms of this Agreement.

7. **ATTORNEYS' FEES AND COSTS.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

8. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Developer. Additionally, this Agreement may not be amended without the prior written consent of the Trustee and the bondholders owning a majority of the aggregate principal amount of the Series 2017 A-1 and A-2 Bonds then outstanding, which consent shall not be unreasonably withheld.

9. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

10. **NOTICE.** All notices, requests, consents, and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied or hand delivered to the parties, as follows:

A. If to the District:
Avalon Groves Community
Development District
250 International Parkway, Suite 280
Lake Mary, Florida 32746
Attn: District Manager

With a copy to:
Hopping Green & Sams P.A.
119 South Monroe Street, Suite 300
Post Office Box 6526 (32314)
Tallahassee, Florida 32301
Attn: Roy Van Wyk

B. If to the Developer: VK Avalon Groves, LLC
14025 Riveredge Drive, Suite 175
Tampa, Florida 33637
Attn: James P. Harvey

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name, address or telecopy number to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein. Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

11. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

12. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third-party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns. Notwithstanding anything in this Agreement to the contrary, the Trustee for the Series 2017 A-1 and A-2 Bonds shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to enforce the Developer's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations under this Agreement.

13. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State

of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Lake County, Florida.

14. PUBLIC RECORDS. The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

15. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

16. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes,* or other law, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

18. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

19. EFFECTIVE DATE. This Agreement shall be effective as of the date first written above.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Dated as of the 4th day of DECEMBER, 2018; effective as of the 6th of April 2017.

WITNESS

By: _____
Name: JARED LYDGERT
Title: _____

By: _____
Name: GREG MEATH
Title: _____

VK AVALON GROVES, LLC ,
a Delaware limited liability company

By: VK JV1 LLC
Its: Manager

By: VK JVI Funding LLC
Its: Manager

By: The Kolter Group LLC
Its: Manager

By: _____
James P. Harvey
Its: Authorized Signatory

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 4th day of DECEMBER, 2018, by James P. Harvey, as an authorized representative of **VK AVALON GROVES, LLC**, who appeared before me this day in person, and who is either personally known to me or produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF FLORIDA

Name: BRYON T. LoPRESTE
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

(NOTARY SEAL)

Notary Public State of Florida
Bryon T LoPreste
My Commission FF 943080
Expires 01/27/2020

Dated as of the 4th day of DECEMBER, 2018; effective as of the 6th of April 2017.

WITNESS

By: _____
Name: JARED LYBOLT
Title: _____

By: _____
Name: GREG MEATH
Title: _____

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: James P. Harvey
Title: CHAIRMAN

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 4th day of DECEMBER, 20187, by JAMES P. HARVEY, as CHAIRMAN of **THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Notary Public State of Florida
Bryon T LoPreste
My Commission FF 943080
Expires 01/27/2020

(NOTARY SEAL)

_____
NOTARY PUBLIC, STATE OF FLORIDA

Name: BRYON T. LOPRESTE
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A: Legal Description for Assessment Area Two

EXHIBIT A
Legal Description for Assessment Area Two

LEGAL DESCRIPTION

A portion of Sections 13, 14, 23 and 24, Township 24 South, Range 26 East, lying within Lake County, Florida, being more particularly described as follows:

Begin at the northwest corner of the south 1/2 of southwest 1/4 of said Section 13, Township 24, Range 26; thence North 89°54'57" East along the north line of the south 1/2 of the southwest 1/4 of said Section 13, a distance of 657.32 feet; thence departing said north line, run North 00°17'46" East, a distance of 302.82 feet; thence South 89°42'12" East, a distance of 458.67 feet; thence North 45°17'48" East, a distance of 517.52 feet; thence North 89°54'29" East along the south line of the north 1/4 of the southeast 1/4, a distance of 1,146.75 feet to the southwest corner of the north 1/4 of the southeast 1/4; thence departing said south line run, South 00°14'52" West along the west line of the southeast 1/4, a distance of 1,326.86 feet to the northwest corner of the south 1/4 of the southeast 1/4; thence departing said west line run North 89°56'13" East along the north line of the south 1/4 of southeast of the southeast 1/4, a distance of 2,646.79 feet to the northeast corner of the south 1/4 of the southeast 1/4; thence departing said north line run South 00°07'04" West along the east line of said Section 13, Township 24, Range 26, a distance of 664.09 feet to the northeast corner of Section 24, Township 24, Range 26 and the southeast corner of Section 13, Township 24, Range 26; thence continue South 00°07'27" West along the east line of said section, a distance of 927.78 feet; thence departing the east line of aforesaid section 24, run North 89°52'33" West, a distance of 882.78 feet; thence South 45°31'35" West, a distance of 474.40 feet; thence North 76°14'27" West, a distance of 1,265.24 feet to a point on a non-tangent curve to the right, concave Northeasterly, having a radius of 964.93 feet and a central angle of 14°09'25", a chord that bears North 35°35'11" West, a distance of 237.81 feet; thence run Northwesterly along the arc of said curve, a distance of 238.42 feet to a point on said curve; thence departing said curve, run North 28°30'28" West, a distance of 559.36 feet; thence South 61°29'31" West, a distance of 141.00 feet; thence South 28°30'31" East, a distance of 385.97 feet; thence South 61°29'31" West, a distance of 1,297.85 feet; thence South, a distance of 614.90 feet; thence North 89°51'14" West, a distance of 1,346.23 feet to the west line of said Section 24, Township 24, Range 26; thence North 00°08'53" East along said section line, a distance of 1,573.21 feet; thence departing said west line, run South 89°53'36" West, a distance of 1,326.15 feet; thence North 44°59'28" West, a distance of 467.77 feet; thence North 00°27'18" East, a distance of 331.63 feet; thence North 56°20'32" East, a distance of 1,199.50 feet; thence North 89°54'36" East, a distance of 662.10 feet to the west line of aforesaid Section 13, Township 24, Range 26; thence North 00°18'46" East along said section line, a distance of 331.46 feet to the POINT OF BEGINNING.

Containing 14,569,693.18 square feet or 334.4741 acres, more or less.

This instrument was prepared by and upon recording should be returned to:

Roy Van Wyk, Esq.
HOPPING GREEN & SAMS P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

(This space reserved for Clerk)

CORRECTIVE[1] COLLATERAL ASSIGNMENT AND ASSUMPTION AGREEMENT (ASSESSMENT AREA TWO)

THIS COLLATERAL ASSIGNMENT AND ASSUMPTION AGREEMENT (ASSESSMENT AREA TWO) ("**Agreement**") is made and entered into, by and between:

Avalon Groves Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Lake County, Florida, and whose mailing address is 250 International Parkway, Suite 280, Lake Mary, Florida 32746 ("**District**"); and

VK Avalon Groves, LLC, a Delaware limited liability company, the owner and primary developer of lands within the boundary of the District, and whose address is 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637 ("**Developer**").

RECITALS

WHEREAS, the District was established by Ordinance No. 2016-16, adopted by the Board of County Commissioners in and for Lake County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes,* as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including roadways, stormwater management, utilities (water & sewer), off-site improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the District proposes to issue one or more series of special assessment bonds (together "**Bonds**") to finance certain public infrastructure, as defined in that certain *Preliminary Engineer's Report* dated October 11, 2016, as supplemented by the *Avalon Groves Community Development District Engineer's Supplemental Report,* dated February 23, 2017, as further amended and supplemented from time to time, which infrastructure will provide special

[1]This corrective document is intended to correct a scrivener's error in the original, dated April 6, 2017, and recorded as instrument #2017040635 in the Official Records of Lake County, Florida, on April 14, 2017. The legal description of Assessment Area Two attached hereto as Exhibit A has been replaced with a corrected description, and the District's address has been updated. The remainder of the document remains unchanged.

benefit to the developable lands within "Assessment Area Two" of the District, the legal description of which is attached hereto as **Exhibit A**; and

WHEREAS, the security for the repayment of the Bonds is the special assessments ("**Assessments**") levied against Assessment Area Two lands; and

WHEREAS, the District is presently planned to include 479 single-family residential lots ("**Lots**") (i.e., 491.1 ERUs) within Assessment Area Two, which have been or will ultimately be developed and sold to homebuilders or homeowners within the District ("**Development Completion**"); and

WHEREAS, during the time that the Lots are not owned by end-user residents, there is an increased likelihood that adverse changes to local or national economic conditions may result in a default in the payment of the Assessments securing the Bonds; and

WHEREAS, in the event of default in the payment of the Assessments, the District has certain remedies – namely, if the Assessments are direct-billed, the remedy available to the District would be an action in foreclosure and if the Assessments are collected pursuant to Florida's uniform method of collection, the remedy for non-payment of the Assessments is the sale of tax-certificates (collectively, "**Remedial Rights**"); and

WHEREAS, in the event the District exercises its Remedial Rights, the District will require the assignment of certain Development Rights (defined below) to complete development of the community to the extent that such Development Rights have not been previously assigned, transferred, or otherwise conveyed to Lake County, Florida, the District, any homebuilder, any utility provider, any governmental or quasi-governmental entity, any applicable homeowners' association or any other governing entity or association ("**Prior Transfer**"); and

WHEREAS, this Agreement is not intended to impair or interfere with the development of Assessment Area Two, and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development Rights, upon failure of the Developer to pay the Assessments levied against Assessment Area Two; provided, however, that such assignment shall only be effective and absolute to the extent that (i) this Agreement has not been terminated earlier pursuant to the term of this Agreement, (ii) to the extent that a Prior Transfer has not already occurred with respect to the Development Rights, or (iii) to the extent that a Unit is conveyed to a homebuilder or end-user resident, in which event such Unit shall be released automatically herefrom ("**Qualified Transferred Property**"); and

WHEREAS, the rights assigned to the District hereunder shall be exercised in a manner which will not materially affect the intended development of Assessment Area Two.

NOW, THEREFORE, in consideration of the above recitals which the parties hereby agree are true and correct and are hereby incorporated by reference and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Developer and District agree as follows:

1. **COLLATERAL AGREEMENT**. Developer hereby collaterally assigns to District, to the extent assignable and to the extent that they are solely owned or controlled by

Developer at execution of this Agreement or in the future, all of Developer's development rights relating to development of Assessment Area Two, and Developer's rights as declarant under any homeowners' association or other similar governing entity, with respect to, and to the extent of the Lots not conveyed to third parties as of the date hereof (herein, collectively, "**Development Rights**") as security for Developer's payment and performance and discharge of its obligation to pay the Assessments levied against lands within Assessment Area Two owned by Developer from time to time. The Development Rights shall include the items listed in subsections (a) through (h) below as they pertain to development of Avalon Groves PUD, but shall specifically exclude any portion of the Development Rights which relate solely to (i) lots conveyed to homebuilders or end-users, (ii) any property which has been conveyed, or is in the future, conveyed to Lake County, Florida, the District, any unaffiliated homebuilder, any utility provider, any governmental or quasi-governmental entity, any applicable homeowners' association or other governing entity or association as may be required by applicable permits, approvals, plats, entitlements or regulations affecting the District, if any, or (iii) lands outside the District or Development Rights for the Avalon Groves PUD:

(a) Zoning approvals, density approvals and entitlements, concurrency and capacity certificates, and development agreements.

(b) Engineering and construction plans and specifications for grading, roadways, site drainage, stormwater drainage, signage, water distribution, wastewater collection, and other improvements.

(c) Preliminary and final site plans.

(d) Architectural plans and specifications for buildings and landscaping and other improvements to the developable property within Avalon Groves, as set forth in Planned Unit Development Ordinance No. 2016-20, adopted by the Lake County Board of County Commissioners on May 17, 2016 (the "PUD").

(e) Permits, approvals, resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the development within Avalon Groves as set forth in the PUD, and construction of improvements thereon.

(f) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the development within Avalon Groves as set forth in the PUD, or the construction of improvements thereon.

(g) All prepaid impact fees and impact fee credits.

(h) All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing.

2. **WARRANTIES BY DEVELOPER.** Developer represents and warrants to District that:

(a) Other than in connection with the sale of Lots, Developer has made no assignment of the Development Rights to any person other than District.

(b) Developer is not prohibited under agreement with any other person or under any judgment or decree from the execution and delivery of this Agreement.

(c) No action has been brought or threatened which would in any way interfere with the right of Developer to execute this Agreement and perform all of Developer's obligations herein contained.

(d) Any transfer, conveyance or sale of lands subject to the Development Rights shall subject any and all affiliated entities or successors-in-interest of the Developer to the Agreement, except to the extent of a conveyance described in Section 1(i), (ii) or (iii).

3. **COVENANTS.** Developer covenants with District that during the Term (as defined herein):

(a) Developer will use reasonable, good faith efforts to: (i) fulfill, perform, and observe each and every material condition and covenant of Developer relating to the Development Rights and, (ii) give notice to District of any claim of default relating to the Development Rights given to or by Developer, together with a complete copy of any such claim.

(b) The Development Rights include all of Developer's right to modify the Development Rights, to terminate the Development Rights, and to waive or release the performance or observance of any obligation or condition of the Development Rights; provided that no such modification, termination, waiver or release affects any of the Development Rights which pertain to lands outside of the District not relating to development of Assessment Area Two.

(c) Developer agrees not to take any action that would decrease the development entitlements to a level below the amount necessary to support the then outstanding Assessments.

4. **EVENTS OF DEFAULT.** Any breach of the Developer's warranties contained in Section 2 hereof or breach of covenants contained in Section 3 hereof will, after the giving of written notice and an opportunity to cure (which cure period shall not be less than sixty (60) days unless District, in its sole discretion, agrees to a longer cure period) shall constitute an Event of Default under this Agreement.

5. **REMEDIES UPON DEFAULT.** Upon an Event of Default, or the transfer of title to lots owned by Developer pursuant to a judgment of foreclosure entered by a court of competent jurisdiction in favor of District (or its designee), or a deed in lieu of foreclosure to District (or its designee), or the acquisition of title to such property through the sale of tax certificates, District may, as District's sole and exclusive remedies, take any or all of the following actions, at District's option:

(a) Perform any and all obligations of Developer relating to the Development Rights and exercise any and all rights of Developer therein as fully as Developer could.

(b) Initiate, appear in, or defend any action arising out of or affecting the Development Rights.

(c) Further assign any and all of the Development Rights to a third party acquiring title to Assessment Area Two or any portion thereof from the District or at a District foreclosure sale.

6. **AUTHORIZATION IN EVENT OF DEFAULT.** In the Event of Default, Developer does hereby authorize and shall direct any party to any agreement relating to the Development Rights to tender performance thereunder to District upon written notice and request from District. Any such performance in favor of District shall constitute a full release and discharge to the extent of such performance as fully as though made directly to Developer.

7. **TERM; TERMINATION.** Absent this Agreement becoming effective and absolute, this Agreement shall automatically terminate upon the earliest to occur of the following: (i) payment of the Bonds in full, (ii) Development Completion, and (iii) upon occurrence of a Prior Transfer, but only to the extent that such Development Rights are subject to the Prior Transfer (herein, the "**Term**").

8. **AMENDMENT.** This Agreement may be modified in writing only by the mutual agreement of all parties hereto. This Agreement may not be materially amended without the prior written consent of the Trustee acting on behalf and at the direction of the bondholders owning a majority of the aggregate principal amount of the Collaterally Secured Bonds (defined herein) then-outstanding, provided however that such consent shall not be unreasonably withheld.

9. **ATTORNEYS' FEES AND COSTS.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

10. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

11. **NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District: Avalon Groves Community Development District
250 International Parkway, Suite 280
Lake Mary, Florida 32746

With a copy to: Hopping Green & Sams P.A.
119 South Monroe Street, Suite 300
Post Office Box 6526 (32314)

Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Developer: VK Avalon Groves, LLC
14025 Riveredge Drive, Suite 175
Tampa, Florida 33637
Attn: James P. Harvey

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

12. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

13. **THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.

Notwithstanding anything in this Agreement to the contrary, the Trustee(s) for the Bonds shall be a direct third-party beneficiary of the terms and conditions of this Agreement. In the event of an Event of Default, the Trustee(s) shall have the right to direct the actions of the District and select the remedies in this Agreement, provided such direction shall be made by the direction of the bondholders owning a majority of the aggregate principal amount of all Collaterally Secured Bonds outstanding. As used herein, the term **"Collaterally Secured Bonds"** shall mean the total principal amount of all Bonds of each separate Series of Bond Outstanding under the Master Trust Indenture, and secured by special assessments levied and imposed on Assessment Area Two, in each case reduced by the principal amount of special assessments securing the corresponding Series which are levied on Qualified Transferred Property applied

pro rata according to principal of the Bonds of each Series. The Trustee shall not be deemed to have assumed any obligations under this Agreement.

14. **APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Lake County, Florida.

15. **PUBLIC RECORDS.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

16. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

17. **LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes,* or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

18. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

19. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

20. **EFFECTIVE DATE.** This Agreement shall be effective April 6, 2017.

[SIGNATURE PAGE FOLLOWS]

WHEREFORE, the party(ies) below execute the Corrective Collateral Assignment and Assumption Agreement (Assessment Area Two).

WITNESS

By: _____
Name: JARED LYBBERT
Title: _____

By: _____
Name: GREG MEATH
Title: _____

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: JAMES P. HARVEY
Title: CHAIRMAN

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 4th day of DECEMBER, 2018, by James P. Harvey, as Chairperson of the Avalon Groves Community Development District, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF FLORIDA

Name: BRYON T. LOPRESTE
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

(NOTARY SEAL)

Notary Public State of Florida
Bryon T LoPreste
My Commission FF 943080
Expires 01/27/2020

WHEREFORE, the party(ies) below execute the Corrective Collateral Assignment and Assumption Agreement (Assessment Area Two).

WITNESS

By: _____
Name: JARED LYBBERT
Title: _____

By: _____
Name: GREG MEASH
Title: _____

VK AVALON GROVES, LLC ,
a Delaware limited liability company

By: VK JV1 LLC
Its: Manager

By: VK JVI Funding LLC
Its: Manager

By: The Kolter Group LLC
Its: Manager

By: _____
James P. Harvey
Its: Authorized Signatory

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 4th day of DECEMBER, 2018, by James P. Harvey, as an authorized representative of VK Avalon Groves, LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF FLORIDA

Name: BRYON T. LOPRESTE
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

(NOTARY SEAL)

Notary Public State of Florida
Bryon T LoPreste
My Commission FF 943080
Expires 01/27/2020

WHEREFORE, the Trustee hereby acknowledges the Corrective Collateral Assignment and Assumption Agreement (Assessment Area Two).

WITNESS

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

REGIONS BANK

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of Regions Bank, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF FLORIDA

Name:_____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

(NOTARY SEAL)

EXHIBIT A: Legal Description of Assessment Area Two Lands

EXHIBIT A
Assessment Area Two Lands

LEGAL DESCRIPTION

A portion of Sections 13, 14, 23 and 24, Township 24 South, Range 26 East, lying within Lake County, Florida, being more particularly described as follows:

Begin at the northwest corner of the south 1/2 of southwest 1/4 of said Section 13, Township 24, Range 26; thence North 89°54'57" East along the north line of the south 1/2 of the southwest 1/4 of said Section 13, a distance of 657.32 feet; thence departing said north line, run North 00°17'48" East, a distance of 302.82 feet; thence South 89°42'12" East, a distance of 458.67 feet; thence North 45°17'48" East, a distance of 517.52 feet; thence North 89°54'29" East along the south line of the north 1/4 of the southeast 1/4, a distance of 1,146.75 feet to the southwest corner of the north 1/4 of the southeast 1/4; thence departing said south line run, South 00°14'52" West along the west line of the southeast 1/4, a distance of 1,326.86 feet to the northwest corner of the south 1/4 of the southeast 1/4; thence departing said west line run North 89°56'13" East along the north line of the south 1/4 of southeast of the southeast 1/4, a distance of 2,646.79 feet to the northeast corner of the south 1/4 of the southeast 1/4; thence departing said north line run South 00°07'04" West along the east line of said Section 13, Township 24, Range 26, a distance of 664.09 feet to the northeast corner of Section 24, Township 24, Range 26 and the southeast corner of Section 13, Township 24, Range 26; thence continue South 00°07'27" West along the east line of said section, a distance of 927.78 feet; thence departing the east line of aforesaid section 24, run North 89°52'33" West, a distance of 882.78 feet; thence South 45°31'35" West, a distance of 474.40 feet; thence North 76°14'27" West, a distance of 1,265.24 feet to a point on a non-tangent curve to the right, concave Northeasterly, having a radius of 964.93 feet and a central angle of 14°09'25", a chord that bears North 35°35'11" West, a distance of 237.81 feet; thence run Northwesterly along the arc of said curve, a distance of 238.42 feet to a point on said curve; thence departing said curve, run North 28°30'28" West, a distance of 559.36 feet; thence South 61°29'31" West, a distance of 141.00 feet; thence South 28°30'31" East, a distance of 385.97 feet; thence South 61°29'31" West, a distance of 1,297.85 feet; thence South, a distance of 614.90 feet; thence North 89°51'14" West, a distance of 1,346.23 feet to the west line of said Section 24, Township 24, Range 26; thence North 00°08'53" East along said section line, a distance of 1,573.21 feet; thence departing said west line, run South 89°53'36" West, a distance of 1,326.15 feet; thence North 44°59'28" West, a distance of 467.77 feet; thence North 00°27'18" East, a distance of 331.63 feet; thence North 56°20'32" East, a distance of 1,199.50 feet; thence North 89°54'36" East, a distance of 662.10 feet to the west line of aforesaid Section 13, Township 24, Range 26; thence North 00°18'46" East along said section line, a distance of 331.46 feet to the POINT OF BEGINNING.

Containing 14,569,693.18 square feet or 334.4741 acres, more or less.

This space reserved for use by the Clerk of the Circuit Court

This Instrument Prepared by and return to:

Roy Van Wyk, Esq.
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT CORRECTIVE[1] NOTICE OF LIEN OF SPECIAL ASSESSMENTS FOR AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT (LAKE COUNTY, FLORIDA), SPECIAL ASSESSMENT BONDS, SERIES 2017A-1 (ASSESSMENT AREA TWO PROJECT)

PLEASE TAKE NOTICE that the Board of Supervisors of the Avalon Groves Community Development District (the "District"), in accordance with Chapters 170, 190, and 197, *Florida Statutes*, adopted Resolution Numbers 2017-03, 2017-04, 2017-09, and 2017-15 (the "Assessment Resolutions"), confirming and certifying the lien of non ad-valorem special assessments on certain real property located within the boundaries of the District that will be specially benefitted by the Project described in such Assessment Resolutions. Said assessments are pledged to secure the Avalon Groves Community Development District, Special Assessment Bonds, Series 2017A-1 (Assessment Area Two Project). The legal description of the lands on which said special assessments are imposed is attached to this Notice ("Notice"), as **Exhibit A.** The special assessments are imposed on benefitted property within the District as described in

---

[1]This corrective document is intended to correct a scrivener's error in the original, executed on April 5, 2017, and recorded as instrument #2017040637 in the Official Records of Lake County, Florida, on April 14, 2017. The legal description of Assessment Area Two attached hereto as Exhibit A has been replaced with a corrected description, and the District Manager's address has been updated. The remainder of the document remains unchanged.

the *Master Assessment Methodology Report*, dated October 27, 2016, and the *First Supplemental Special Assessment Methodology Report*, dated March 27, 2017 (the "Assessment Methodology Report"), approved by the District. A copy of the Assessment Methodology Report and the Assessment Resolutions may be obtained by contacting the District at: Avalon Groves Community Development District, c/o DPFG Management and Consulting, LLC, 250 International Parkway, Suite 280, Lake Mary, Florida 32746; Ph.: (321) 263-0132. The non ad-valorem special assessments provided for in the Assessment Resolutions were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and these non-ad valorem special assessments constitute and will at all relevant times in the future constitute, legal, valid, and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims.

The District is a special purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*, as amended. Pursuant to Section 190.048, *Florida Statutes*, you are hereby notified that: **THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

IN WITNESS WHEREOF, this Corrective Notice is effective as of April 5, 2017, and has been executed on the 4th day of DECEMBER, 2018, and recorded in the Official Records of Lake County, Florida.

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

Chairperson, Board of Supervisors

Witness JARED LYBBERT

Witness

Print Name

GREG MEATH
Print Name

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 4th day of DECEMBER, 2018, by James P. Harvey, Chairperson of the Board of Supervisors, who is personally known to me and did not take an oath.

Notary Public State of Florida
Bryon T LoPreste
My Commission FF 943080
Expires 01/27/2020

Print Name: Bryon T. LoPreste

Notary Public, State of Florida

Commission No.: FF943080

My Commission Expires: 01.27.20

EXHIBIT A
ASSESSMENT AREA TWO

LEGAL DESCRIPTION

A portion of Sections 13, 14, 23 and 24, Township 24 South, Range 26 East, lying within Lake County, Florida, being more particularly described as follows:

Begin at the northwest corner of the south 1/2 of southwest 1/4 of said Section 13, Township 24, Range 26; thence North 89°54'57" East along the north line of the south 1/2 of the southwest 1/4 of said Section 13, a distance of 657.32 feet; thence departing said north line, run North 00°17'48" East, a distance of 302.82 feet; thence South 89°42'12" East, a distance of 458.67 feet; thence North 45°17'48" East, a distance of 517.52 feet; thence North 89°54'29" East along the south line of the north 1/4 of the southeast 1/4, a distance of 1,146.75 feet to the southwest corner of the north 1/4 of the southeast 1/4; thence departing said south line run, South 00°14'52" West along the west line of the southeast 1/4, a distance of 1,326.86 feet to the northwest corner of the south 1/4 of the southeast 1/4; thence departing said west line run North 89°56'13" East along the north line of the south 1/4 of southeast of the southeast 1/4, a distance of 2,646.79 feet to the northeast corner of the south 1/4 of the southeast 1/4; thence departing said north line run South 00°07'04" West along the east line of said Section 13, Township 24, Range 26, a distance of 664.09 feet to the northeast corner of Section 24, Township 24, Range 26 and the southeast corner of Section 13, Township 24, Range 26; thence continue South 00°07'27" West along the east line of said section, a distance of 927.78 feet; thence departing the east line of aforesaid section 24, run North 89°52'33" West, a distance of 882.78 feet; thence South 45°31'35" West, a distance of 474.40 feet; thence North 76°14'27" West, a distance of 1,265.24 feet to a point on a non-tangent curve to the right, concave Northeasterly, having a radius of 964.93 feet and a central angle of 14°09'25", a chord that bears North 35°35'11" West, a distance of 237.81 feet; thence run Northwesterly along the arc of said curve, a distance of 238.42 feet to a point on said curve; thence departing said curve, run North 28°30'28" West, a distance of 559.36 feet; thence South 61°29'31" West, a distance of 141.00 feet; thence South 28°30'31" East, a distance of 385.97 feet; thence South 61°29'31" West, a distance of 1,297.85 feet; thence South, a distance of 614.90 feet; thence North 89°51'14" West, a distance of 1,346.23 feet to the west line of said Section 24, Township 24, Range 26; thence North 00°08'53" East along said section line, a distance of 1,573.21 feet; thence departing said west line, run South 89°53'36" West, a distance of 1,326.15 feet; thence North 44°59'28" West, a distance of 467.77 feet; thence North 00°27'18" East, a distance of 331.63 feet; thence North 56°20'32" East, a distance of 1,199.50 feet; thence North 89°54'36" East, a distance of 662.10 feet to the west line of aforesaid Section 13, Township 24, Range 26; thence North 00°18'46" East along said section line, a distance of 331.46 feet to the POINT OF BEGINNING.

Containing 14,569,693.18 square feet or 334.4741 acres, more or less.

This space reserved for use by the Clerk of the Circuit Court

This Instrument Prepared by and return to:

Roy Van Wyk, Esq.
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT CORRECTIVE[1] NOTICE OF LIEN OF SPECIAL ASSESSMENTS FOR AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT (LAKE COUNTY, FLORIDA), SPECIAL ASSESSMENT BONDS, SERIES 2017A-2 (ASSESSMENT AREA TWO PROJECT)

PLEASE TAKE NOTICE that the Board of Supervisors of the Avalon Groves Community Development District (the "District"), in accordance with Chapters 170, 190, and 197, *Florida Statutes*, adopted Resolution Numbers 2017-03, 2017-04, 2017-09, and 2017-16 (the "Assessment Resolutions"), confirming and certifying the lien of non ad-valorem special assessments on certain real property located within the boundaries of the District that will be specially benefitted by the Project described in such Assessment Resolutions. Said assessments are pledged to secure the Avalon Groves Community Development District, Special Assessment Bonds, Series 2017A-2 (Assessment Area Two Project). The legal description of the lands on which said special assessments are imposed is attached to this Notice ("Notice"), as **Exhibit A.** The special assessments are imposed on benefitted property within the District as described in

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[1]This corrective document is intended to correct a scrivener's error in the original, executed on April 5, 2017, and recorded as instrument #2017040638 in the Official Records of Lake County, Florida, on April 14, 2017. The legal description of Assessment Area Two attached hereto as Exhibit A has been replaced with a corrected description, and the District Manager's address has been updated. The remainder of the document remains unchanged.

the *Master Assessment Methodology Report*, dated October 27, 2016, and the *First Supplemental Special Assessment Methodology Report*, dated March 27, 2017 (the "Assessment Methodology Report"), approved by the District. A copy of the Assessment Methodology Report and the Assessment Resolutions may be obtained by contacting the District at: Avalon Groves Community Development District, c/o DPFG Management and Consulting, LLC, 250 International Parkway, Suite 280, Lake Mary, Florida 32746; Ph.: (321) 263-0132. The non ad-valorem special assessments provided for in the Assessment Resolutions were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and these non-ad valorem special assessments constitute and will at all relevant times in the future constitute, legal, valid, and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims.

The District is a special purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*, as amended. Pursuant to Section 190.048, *Florida Statutes*, you are hereby notified that: **THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

IN WITNESS WHEREOF, this Corrective Notice is effective as of April 5, 2017, has been executed on the 4th day of DECEMBER, 2018, and has been recorded in the Official Records of Lake County, Florida.

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

Chairperson, Board of Supervisors

Witness JARED LYBBERT

Witness

Print Name

GREG MEATH
Print Name

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 4th day of DECEMBER, 2018, by James P. Harvey, Chairperson of the Board of Supervisors, who is personally known to me and did not take an oath.

Notary Public State of Florida
Bryon T LoPreste
My Commission FF 943080
Expires 01/27/2020

Print Name: BRYON T. LOPRESTE

Notary Public, State of Florida

Commission No.: FF 943080

My Commission Expires: 01.27.20

EXHIBIT A
ASSESSMENT AREA TWO

LEGAL DESCRIPTION

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Containing 14,569,693.18 square feet or 334.4741 acres, more or less.

Upon recording, this instrument should be returned to:	(This space reserved for Clerk)
Avalon Groves Community Development District c/o DPFG Management and Consulting, LLC 250 International Parkway, Suite 280 Lake Mary, Florida 32746	

CORRECTIVE[1] DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

Board of Supervisors[2]

Avalon Groves Community Development District

James Harvey
Chairman

Troy Simpson
Assistant Secretary

Greg Meath
Vice Chairman

Candice Smith
Assistant Secretary

David Langhout
Assistant Secretary

DPFG Management and Consulting, LLC
District Manager
250 International Parkway, Suite 280
Lake Mary, Florida 32746
(321) 263-0132

District records are on file at the offices of DPFG Management and Consulting, LLC, and at the Local Records Office at the City of Tavares, office of the City Clerk, 550 West Main Street,

[1]This document is intended to correct a scrivener's error in the original, executed on October 17, 2017, and recorded as instrument #2017113461 in the Official Records of Lake County, Florida, on October 25, 2017. The legal description of Assessment Area Two attached hereto as part of Exhibit A has been replaced with a corrected description, and the District Manager's address has been updated. The remainder of the document is unchanged.

[2]This list reflects the composition of the Board of Supervisors as of May 25, 2017. For a current list of Board Members, please contact the District Manager's office.

Tavares, Florida 32778, and are available for public inspection upon request during normal business hours.

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What is the District and how is it governed? 4

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AVALON GROVES
COMMUNITY DEVELOPMENT DISTRICT

INTRODUCTION

The Avalon Groves Community Development District ("**District**") is a local unit of special-purpose government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. Unlike city and county governments, the District has only certain limited powers and responsibilities. These powers and responsibilities include, for example, construction and/or acquisition, as well maintenance of roadways and streets, utilities, subdivision infrastructure, wetland mitigation, threatened and endangered species mitigation, entrance landscaping and signage, monument walls, common area irrigation systems, neighborhood park facilities, and recreation facilities, and other related public infrastructure.

DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The law specifically provides that this information shall be made available to all persons currently residing within the District and to all prospective District residents. The following information describing the Avalon Groves Community Development District and the assessments, fees and charges that may be levied within the District to pay for certain community infrastructure is provided to fulfill this statutory requirement.

What is the District and how is it governed?

The District is an independent special taxing district, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes* (the "Act"), and established by Ordinance No. 2016-16, enacted by the Board of County Commissioners of Lake County, Florida, which was effective on April 27, 2016. The District encompasses approximately 971 acres of land located entirely within the boundaries of Lake County, Florida. The legal description of the lands subject to the Series 2017 Debt Assessments, as defined herein, is attached hereto as **Exhibit A** ("Assessment Areas One and Two"). As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors, the members of which must be residents of the State and citizens of the United States. Within ninety (90) days of appointment of the initial board, members were elected on an at-large basis by the owners of property within the District, each landowner being entitled to one vote for each acre of land with fractions thereof rounded upward to the nearest whole number. Elections are then held every two years in November. Commencing when both six years after the initial appointment of Supervisors have passed and the District has attained a minimum of two hundred and fifty (250) qualified electors, Supervisors whose terms are expiring will begin to be elected by qualified electors of the District. A "qualified elector" in this instance is any person at least eighteen (18) years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also registered with the Supervisor of Elections to vote in Lake County. Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, it shall, prior to the exercise of such power, call an election at which all members of the Board shall be elected by qualified electors of the District.

Board meetings are noticed in a local newspaper and conducted in a public forum in which public participation is permitted. Consistent with Florida's public records laws, the records of the District are available for public inspection during normal business hours. Elected members of the Board are similarly bound by the State's open meetings law and are generally

subject to the same disclosure requirements as other elected officials under the State's ethics laws.

What infrastructure improvements does the District provide and how are the improvements paid for?

The public infrastructure necessary to support the District's development program includes, but is not limited to roadways and streets, utilities, subdivision infrastructure, wetland mitigation, threatened and endangered species mitigation, entrance landscaping and signage, monument walls, common area irrigation systems, neighborhood park facilities, recreation facilities, and dry utilities facilities. These infrastructure improvements are more fully detailed below. To plan the infrastructure improvements necessary for the District, the District adopted *Preliminary Engineer's Report,* dated October 11, 2016, as supplemented by the *Avalon Groves Community Development District Engineer's Supplemental Report*, dated February 23, 2017 (together, the "Engineer's Report"), which details all of the improvements contemplated for the completion of the infrastructure of the District (the "Capital Improvement Plan"). Copies of the Engineer's Report are available for review in the District's public records.

These public infrastructure improvements have been and will be funded by the District's sale of bonds. On June 22, 2016, the Fifth Judicial Circuit Court of the State of Florida, in and for Lake County, Florida, entered a Final Judgment validating the District's ability to issue an aggregate principal amount not to exceed $70,000,000 in Special Assessment Bonds for infrastructure needs of the District.

On April 6, 2017, the District issued a series of bonds for purposes of financing the construction, acquisition, equipping and/or improvement of a portion of the 2017 project (the "Series 2017 Project"). On that date, the District issued its Avalon Groves Community Development District (Lake County, Florida) Special Assessment Bonds, Series 2017 (Assessment Area One Project), in the amount of $2,415,000, its Avalon Groves Community Development District (Lake County, Florida) Special Assessment Bonds, Series 2017A-1 (Assessment Area Two Project), in the amount of $7,215,000, and its Avalon Groves Community Development District (Lake County, Florida) Special Assessment Bonds, Series 2017A-2 (Assessment Area Two Project), in the amount of $4,400,000 (collectively, the "Series 2017 Bonds").

Master Roads and Streets

Only those portions of Sawgrass Bay Boulevard associated with Assessment Areas One and Two will be constructed as part of the initial phase of development. As indicated in the Engineer's Report, the proposed cross-section consists of 106-foot wide right-of-way with four lanes of pavement divided by a central median. Two of these lanes will be funded by the District. The District intends to construct the roadway, including utility transmission mains, landscape, irrigation, and lighting within the roadway, as well as make required off-site modifications to the existing roadway west of the District's boundaries. All construction plans and permitting efforts were performed and funded by the Developer. None of the proceeds of the Series 2017 Bonds

will fund a portion of the Sawgrass Bay Boulevard construction costs, which are impact fee creditable. The cost to the District for such improvements has been adjusted by the amount of such impact fee credits. The Developer will be prepaying the Series 2017 A-2 Bonds at each lot closing and will receive the benefit of the credits derived from a portion of the roadway costs funded by the Developer.

Master Surface Water Management

The District will provide the master surface water management infrastructure for the District in accordance with St. Johns River Water Management District (SJRWMD) and U.S. Army Corps of Engineers (ACOE) permit approvals. Any surplus of excavated material is anticipated to be used within the development for road sub-base, perimeter landscape berms, and/or site grading. Only the cost of hauling and spreading the surplus fill material for the road sub-base and perimeter landscape berms will be financed by the District. Components of the surface water management infrastructure related to Assessment Areas One and Two of development and associated with wetland / listed species mitigation are described below:

Wetland Mitigation: A comprehensive wetland compensation plan is being proposed to mitigate for unavoidable wetland impacts within the District. It is anticipated that all wetland and listed species mitigation costs will be divided between all lots within the District. Components of the mitigation plan are summarized below:

> Environmental Impact Compensation Plan: The proposed wetland impacts are being compensated for by creating wetlands in mitigation areas located within the District and mitigation credits from mitigation bank purchases.
>
> Wetland Enhancement and Preservation: Numerous isolated wetlands are being preserved on the site. Enhancement for a portion of these wetland systems is to be achieved by removing nuisance species and restoring the historic hydroperiods.

Threatened and Endangered Species Mitigation: The District will also provide for the cost of relocation and/or mitigation credit purchases for the adversely affected gopher tortoise and sand skink population or other protected species within the District. Only the portion of the total cost of the mitigation credits and threatened and endangered species relocation costs allocable to the public lands within the District will be financed by the District.

Subdivision Infrastructure

Residential: The District presently intends to provide supporting infrastructure for the residential portion of the District. Subdivision infrastructure improvements include roadway, landscaping, recreation and stormwater management facilities and associated grading necessary for the stormwater system to function. The current land plan shows approximately 28,000 lineal feet (5.3 miles) of local roadway construction within the residential neighborhoods to be funded by the District. An additional 28,800 LF (5.5 miles) of local roads are anticipated to be private (gated) roadways. The private roadways will be funded by the Developer.

Landscaping and Monument Signs

The District presently intends to provide certain landscape improvements and facilities within Assessment Areas One and Two. These improvements may include landscaping and irrigation, retaining walls, common signage, stormwater management and treatment areas with landscape enhancements. The collector roadway network (rights-of-way and medians) and stormwater management facilities will also be landscaped consistent with the theme of the District.

Entrance Landscaping and Signage: The primary entrance to the District will be landscaped to include monument walls and signage. Only Assessment Areas One and Two will be constructed and landscaped at this time.

Monument Walls: The monument walls/signs associated with the Series 2017 Debt Assessments are as follows:

- Active Adult Village (Assessment Area One)
- Village 1 (Assessment Area Two)
- Village 2 (Assessment Area Two)

Common Area Irrigation System: The extensive landscaping areas and the collector road right-of-way will be irrigated with a common system of irrigation distribution lines.

Parks and Recreation Facilities

The District presently intends to provide numerous parks and recreation facilities within the District. The park facilities include the construction of neighborhood parks to be accessed by the public, some will include play equipment. The District intends to provide hard surface pedestrian and bicycle trails throughout the District.

The recreation facilities include an amenity center to be centrally located within the District. Currently, this amenity center is anticipated to be funded by the Developer and would remain a private facility.

Assessments, Fees and Charges

A portion of the master infrastructure improvements identified in the District's Capital Improvement Plan have been or will be financed by the District through the sale of its Series 2017 Bonds. The amortization schedules for the Series 2017 Bonds are available in the District's public records office. The annual debt service obligations of the District must be defrayed by annual assessments on benefited property. Copies of the District's *Master Assessment Methodology Report,* dated October 27, 2016, as supplemented by the *First Supplemental*

Special Assessment Methodology Report, dated March 27, 2017 (together, the "Assessment Methodology"), are available for review in the District's public records office.

The Series 2017 Bonds and associated interest are payable solely from and secured by non-ad valorem special assessments levied against those lands within the District that benefit from the design, construction, and/or acquisition and operation of the District's Series 2017 Project (the "Series 2017 Debt Assessments"). The Series 2017 Debt Assessments are typically billed in the same manner as are county ad valorem taxes, but may be billed directly by the District. The Series 2017 Debt Assessments are levied in accordance with the District's Assessment Methodology and represent an allocation of the costs of the Series 2017 Project to those lands within the District benefiting from the Series 2017 Project.

The Series 2017 Debt Assessments described above exclude any operations and maintenance assessments ("O&M Assessments"), which may be determined and calculated annually by the District's Board of Supervisors and are levied against all benefitted lands in the District. A detailed description of all costs and allocations which result in the formulation of assessments, fees, and charges is available for public inspection upon request.

The Capital Improvement Plan and financing plan of the District as presented herein reflect the District's current intentions, and the District expressly reserves the right in its sole discretion to change those plans at any time. Additionally, the District may undertake the construction, reconstruction, acquisition, or installation of future improvements and facilities, which may be financed by bonds, notes, or other methods authorized by Chapter 190, *Florida Statutes.*

Method of Collection

Except as discussed above, the District's Series 2017 Debt Assessments and/or operation and maintenance assessments may appear on that portion of the annual real estate tax notice entitled "non-ad valorem assessments," and will be collected by the Lake County Tax Collector in the same manner as county ad valorem taxes. Each property owner must pay both ad valorem and non-ad valorem assessments at the same time. Property owners will, however, be entitled to the same discounts as provided for ad valorem taxes. As with any tax notice, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property. The District may also elect to collect the assessment directly.

This description of the Avalon Groves Community Development District's operation, services and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District plays in providing infrastructure improvements essential to the use and development of this community. If you have any questions or would simply like additional information about the District, please write to or call the: District Manager, Avalon Groves Community Development District, 250 International Parkway, Suite 280, Lake Mary, Florida 32746, (321) 263-0132, http://avalongrovescdd.org.

The information provided herein is a good faith effort to accurately and fully disclose information regarding the public financing and maintenance of improvements to real property undertaken by the District and should only be relied upon as such. The information contained herein is, and can only be, a status summary of the District's public financing and maintenance activities and is subject to supplementation and clarification from the actual documents and other sources from which this information is derived. In addition, the information contained herein may be subject to change over time, in the due course of the District's activities and in accordance with Florida law. Prospective and current residents and other members of the public should seek confirmation and/or additional information from the District Manager's office with regard to any questions or points of interest raised by the information presented herein.

IN WITNESS WHEREOF, this Corrective Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken, effective as of October 17, 2017, has been executed as of the 4th day of DECEMBER, 2018, and recorded in the Official Records of Lake County, Florida.

AVALON GROVES
COMMUNITY DEVELOPMENT DISTRICT

By: Chairman/Vice Chairman

Witness

JARED LYBBERT
Print Name

Witness

GREG MEATH
Print Name

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 4th day of DECEMBER, 2018, JAMES P. HARVEY, Chairman/Vice Chairman of the Avalon Groves Community Development District, who is personally known to me or who has produced _____ as identification, and did [ ] or did not [ ] take the oath.

Notary Public, State of Florida

Notary Public State of Florida
Bryon T LoPreste
My Commission FF 943080
Expires 01/27/2020

Print Name: Bryan T. Lorenzo
Commission No.: GG943080
My Commission Expires: 01.27.20

EXHIBIT A
ASSESSMENT AREA ONE

A PORTION OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF NORTHWEST 1/4 OF SAID SECTION 13; THENCE NORTH 89°53'50" EAST, A DISTANCE OF 1,313.39 FEET; THENCE NORTH 00°16'10" EAST, A DISTANCE OF 1,327.17 FEET; THENCE NORTH 89°54'03" EAST, A DISTANCE OF 1,312.89 FEET; THENCE NORTH 89°52'45" EAST, A DISTANCE OF 1,324.37 FEET; THENCE SOUTH 00°19'03" WEST, A DISTANCE OF 1,327.26 FEET; THENCE NORTH 89°53'11" EAST, A DISTANCE OF 1,322.75 FEET; THENCE SOUTH 00°23'14" WEST, A DISTANCE OF 1,327.44 FEET; THENCE SOUTH 00°07'04" WEST, A DISTANCE OF 664.09 FEET; THENCE SOUTH 89°54'29" WEST, A DISTANCE OF 3,790.53 FEET; THENCE SOUTH 45°17'48" WEST, A DISTANCE OF 228.70 FEET; THENCE NORTH 08°56'58" WEST, A DISTANCE OF 35.59 FEET; THENCE NORTH 14°27'02" WEST, A DISTANCE OF 53.70 FEET; THENCE NORTH 31°22'56" EAST, A DISTANCE OF 53.95 FEET; THENCE NORTH 26°17'01" EAST, A DISTANCE OF 64.58 FEET; THENCE NORTH 34°42'49" EAST, A DISTANCE OF 53.19 FEET; THENCE NORTH 00°20'40" WEST, A DISTANCE OF 57.90 FEET; THENCE NORTH 05°03'54" WEST, A DISTANCE OF 58.32 FEET; THENCE NORTH 26°00'27" EAST, A DISTANCE OF 52.65 FEET; THENCE NORTH 31°49'58" EAST, A DISTANCE OF 52.27 FEET; THENCE NORTH 07°47'15" EAST, A DISTANCE OF 40.56 FEET; THENCE NORTH 00°05'55" WEST, A DISTANCE OF 60.02 FEET; THENCE NORTH 70°31'53" EAST, A DISTANCE OF 85.77 FEET; THENCE SOUTH 22°41'12" EAST, A DISTANCE OF 55.08 FEET; THENCE SOUTH 59°53'02" EAST, A DISTANCE OF 42.08 FEET; THENCE SOUTH 30°11'30" EAST, A DISTANCE OF 64.34 FEET; THENCE SOUTH 60°11'01" EAST, A DISTANCE OF 63.37 FEET; THENCE SOUTH 85°21'17" EAST, A DISTANCE OF 35.91 FEET; THENCE SOUTH 88°02'19" EAST, A DISTANCE OF 54.87 FEET; THENCE NORTH 64°21'03" EAST, A DISTANCE OF 67.33 FEET; THENCE NORTH 59°17'35" EAST, A DISTANCE OF 63.78 FEET; THENCE NORTH 28°37'17" EAST, A DISTANCE OF 107.79 FEET; THENCE NORTH 23°16'19" EAST, A DISTANCE OF 64.98 FEET; THENCE NORTH 20°28'58" EAST, A DISTANCE OF 44.59 FEET; THENCE NORTH 10°11'12" EAST, A DISTANCE OF 69.14 FEET; THENCE NORTH 06°45'16" WEST, A DISTANCE OF 62.02 FEET; THENCE NORTH 04°40'19" WEST, A DISTANCE OF 58.91 FEET; THENCE NORTH 00°34'10" EAST, A DISTANCE OF 37.88 FEET; THENCE NORTH 09°01'01" WEST, A DISTANCE OF 54.75 FEET; THENCE NORTH 48°10'15" WEST, A DISTANCE OF 45.62 FEET; THENCE SOUTH 70°43'41" WEST, A DISTANCE OF 47.64 FEET; THENCE SOUTH 43°44'02" WEST, A DISTANCE OF 75.29 FEET; THENCE SOUTH 05°29'09" EAST, A DISTANCE OF 58.52 FEET; THENCE SOUTH 13°08'54" WEST, A DISTANCE OF 53.78 FEET; THENCE SOUTH 41°14'49" WEST, A DISTANCE OF 85.95 FEET; THENCE NORTH 49°33'12" WEST, A DISTANCE OF 87.21 FEET; THENCE NORTH 06°59'09" EAST, A DISTANCE OF 65.52 FEET; THENCE NORTH 24°06'31" WEST, A DISTANCE OF 35.19 FEET; THENCE NORTH 64°02'06" WEST, A DISTANCE OF 45.70 FEET; THENCE NORTH 88°00'55" WEST, A DISTANCE OF 54.43 FEET; THENCE NORTH 81°13'17" WEST, A DISTANCE OF 50.28 FEET; THENCE SOUTH 67°21'15" WEST, A DISTANCE OF 60.77 FEET; THENCE SOUTH

34°40'21" WEST, A DISTANCE OF 91.81 FEET; THENCE SOUTH 46°37'36" WEST, A DISTANCE OF 114.82 FEET; THENCE NORTH 87°09'49" WEST, A DISTANCE OF 100.82 FEET; THENCE SOUTH 89°18'54" WEST, A DISTANCE OF 77.65 FEET; THENCE NORTH 78°01'53" WEST, A DISTANCE OF 56.01 FEET; THENCE SOUTH 65°06'51" WEST, A DISTANCE OF 95.33 FEET; THENCE NORTH 89°58'50" WEST, A DISTANCE OF 250.01 FEET; THENCE SOUTH 00°17'48" WEST, A DISTANCE OF 158.94 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 644.00 FEET, A CENTRAL ANGLE OF 45°00'00" AND A CHORD DISTANCE 492.90 FEET WHICH BEARS SOUTH 22°12'12" EAST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 505.80 FEET TO A POINT OF TANGENCY; THENCE SOUTH 44°42'12" EAST, A DISTANCE OF 316.79 FEET; THENCE SOUTH 45°17'48" WEST, A DISTANCE OF 106.00 FEET; THENCE NORTH 89°42'12" WEST, A DISTANCE OF 458.67 FEET; THENCE NORTH 00°17'48" EAST, A DISTANCE OF 1,023.28 FEET; THENCE SOUTH 89°53'37" WEST, A DISTANCE OF 656.95 FEET; THENCE NORTH 00°17'28" EAST, A DISTANCE OF 1,327.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 13,165,430 SQUARE FEET OR 302.24 ACRES, MORE OR LESS.

ASSESSMENT AREA TWO

LEGAL DESCRIPTION

A portion of Sections 13, 14, 23 and 24, Township 24 South, Range 26 East, lying within Lake County, Florida, being more particularly described as follows:

Begin at the northwest corner of the south 1/2 of southwest 1/4 of said Section 13, Township 24, Range 26; thence North 89°54'57" East along the north line of the south 1/2 of the southwest 1/4 of said Section 13, a distance of 657.32 feet; thence departing said north line, run North 00°17'46" East, a distance of 302.82 feet; thence South 89°42'12" East, a distance of 458.67 feet; thence North 45°17'48" East, a distance of 517.52 feet; thence North 89°54'29" East along the south line of the north 1/4 of the southeast 1/4, a distance of 1,146.75 feet to the southwest corner of the north 1/4 of the southeast 1/4; thence departing said south line run, South 00°14'52" West along the west line of the southeast 1/4, a distance of 1,326.86 feet to the northwest corner of the south 1/4 of the southeast 1/4; thence departing said west line run North 89°56'13" East along the north line of the south 1/4 of southeast of the southeast 1/4, a distance of 2,646.79 feet to the northeast corner of the south 1/4 of the southeast 1/4; thence departing said north line run South 00°07'04" West along the east line of said Section 13, Township 24, Range 26, a distance of 664.09 feet to the northeast corner of Section 24, Township 24, Range 26 and the southeast corner of Section 13, Township 24, Range 26; thence continue South 00°07'27" West along the east line of said section, a distance of 927.78 feet; thence departing the east line of aforesaid section 24, run North 89°52'33" West, a distance of 882.78 feet; thence South 45°31'35" West, a distance of 474.40 feet; thence North 76°14'27" West, a distance of 1,265.24 feet to a point on a non-tangent curve to the right, concave Northeasterly, having a radius of 964.93 feet and a central angle of 14°09'25", a chord that bears North 35°35'11" West, a distance of 237.81 feet; thence run Northwesterly along the arc of said curve, a distance of 238.42 feet to a point on said curve; thence departing said curve, run North 28°30'28" West, a distance of 559.36 feet; thence South 61°29'31" West, a distance of 141.00 feet; thence South 28°30'31" East, a distance of 385.97 feet; thence South 61°29'31" West, a distance of 1,297.85 feet; thence South, a distance of 614.90 feet; thence North 89°51'14" West, a distance of 1,346.23 feet to the west line of said Section 24, Township 24, Range 26; thence North 00°08'53" East along said section line, a distance of 1,573.21 feet; thence departing said west line, run South 89°53'36" West, a distance of 1,326.15 feet; thence North 44°59'28" West, a distance of 467.77 feet; thence North 00°27'18" East, a distance of 331.63 feet; thence North 56°20'32" East, a distance of 1,199.50 feet; thence North 89°54'36" East, a distance of 662.10 feet to the west line of aforesaid Section 13, Township 24, Range 26; thence North 00°18'46" East along said section line, a distance of 331.46 feet to the POINT OF BEGINNING.

Containing 14,569,693.18 square feet or 334.4741 acres, more or less.

This space reserved for use by the Clerk of the Circuit Court

This Instrument Prepared by
and return to:

Roy Van Wyk, Esq.
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street
Suite 300
Tallahassee, Florida 32301

CORRECTIVE[1] DECLARATION OF CONSENT TO JURISDICTION OF AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT AND TO IMPOSITION OF ASSESSMENT AREA ONE, ASSESSMENT AREA TWO A-1, AND ASSESSMENT AREA TWO A-2 SPECIAL ASSESSMENTS

VK Avalon Groves, LLC, a Florida limited liability company (the "Landowner"), is the owner of those lands described in **Composite Exhibit A** attached hereto (the "Property"), located within the boundaries of the Avalon Groves Community Development District (the "District"). The Landowner, intending that it and its respective successors in interest and assigns shall be legally bound by this Declaration, hereby declares, acknowledges and agrees as follows:

1. The District is, and has been at all times, on and after April 27, 2016, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes,* as amended (the "Act"). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the Board of County Commissioners of Lake County, Florida ("County"), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) Ordinance 2016-16, effective as of April 27, 2016, was duly and properly adopted by the County in compliance with all applicable requirements of law; (c) the members of the Board of Supervisors of the District were duly and properly designated pursuant to the Act to serve in their capacities and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from April 27, 2016, to and including the date of this Declaration.

2. The Landowner, for itself and its heirs, successors and assigns, hereby confirms and agrees, that the special assessments imposed by Resolution Nos. including, but not limited to, Resolutions 2017-01, 2017-03, 2017-08, 2017-09, 2017-14, 2017-15 and 2017-16 (collectively, the "Assessment Resolutions"), duly adopted by the Board of Supervisors of the District (the "Board"), and all proceedings undertaken by the District with respect thereto have been in accordance with applicable Florida law, that the District has taken all action necessary to levy and impose the special assessments, and the special assessments are legal, valid and binding

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[1]This corrective document is intended to correct a scrivener's error in the original, executed on April 5, 2017, and recorded as instrument #2017040639 in the Official Records of Lake County, Florida, on April 14, 2017. The legal description of Assessment Area Two attached hereto as part of Composite Exhibit A has been replaced with a corrected description, and the District's address has been updated. The remainder of the document remains unchanged.

first liens upon the Property co-equal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid.

3. The Landowner, for itself and its respective heirs, successors and assigns, hereby waives the right granted in Chapter 170.09, *Florida Statutes,* to prepay the special assessments without interest within thirty (30) days after the improvements are completed, in consideration of the rights granted by the District to prepay the special assessments in full or in part at any time, but with interest, under the circumstances set forth in the resolutions of the District levying the special assessments.

4. The Landowner hereby expressly acknowledges, represents and agrees that (i) the special assessments, the Assessment Resolutions, and the terms of the financing documents related to the District's issuance of the Avalon Groves Community Development District Special Assessment Bonds, Series 2017 (Assessment Area One Project) (Assessment Area One Bonds), the Avalon Groves Community Development District Special Assessment Bonds, Series 2017A-1 (Assessment Area Two Project) (Assessment Area Two A-1 Bonds), and the Avalon Groves Community Development District Special Assessment Bonds, Series 2017A-2 (Assessment Area Two Project) (Assessment Area Two A-2 Bonds), (collectively, the "Bonds"), or securing payment thereof and all other documents and certifications relating to the issuance of the Bonds (the "Financing Documents"), are valid and binding obligations enforceable in accordance with their terms; (ii) there are no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the special assessments or claims of invalidity, deficiency or unenforceability of the special assessments and Financing Documents (and the Landowner hereby expressly waives any such claims, offsets, defenses or counterclaims); (iii) the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner's default and agree that, immediate use of remedies in Chapter 170, *Florida Statutes,* is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; and (iv) to the extent Landowner fails to timely pay any special assessments collected by mailed notice of the District, such unpaid special assessments and future special assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to section 197.3632, *Florida Statutes*, in any subsequent year.

5. This Declaration shall represent a lien of record for purposes of Chapter 197, *Florida Statutes,* including, without limitation, Section 197.573, *Florida Statutes.* Other information regarding the special assessments is available from the District Manager (DPFG Management and Consulting, LLC), 250 International Parkway, Suite 280, Lake Mary, Florida 32746.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL BE BINDING ON THE LANDOWNER AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE PROPERTY IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR

OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

Executed this 4th day of December, 2018; effective the 6th day of April, 2017.

Witnesses:

VK Avalon Groves LLC,
A Delaware limited liability company

By: VK JV1 LLC
Its: Manager

Name: JARED LYBBERT

By: VK JVI Funding LLC
Its: Manager

By: The Kolter Group LLC
Its: Manager

Name: GREG MEATH

By: _____
James P. Harvey
Its: Authorized Signatory

STATE OF FLORIDA)
) SS:
COUNTY OF HILLSBOROUGH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by James P. Harvey, an authorized representative of VK Avalon Groves, LLC, a Delaware limited liability company, on behalf of the company.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of December, 2018.

NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Bryon T LoPreste
My Commission FF 943080
Expires 01/27/2020

Bryon T. LoPreste
(Name of Notary Public, Print, Stamp or Type as Commissioned)

☑ Personally known to me, or
☐ Produced identification:

_____
(Type of Identification Produced)

Composite Exhibit A
Legal Description of Assessment Area One Lands

A PORTION OF SECTION 13, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF NORTHWEST 1/4 OF SAID SECTION 13; THENCE NORTH 89°53'50" EAST, A DISTANCE OF 1,313.39 FEET; THENCE NORTH 00°16'10" EAST, A DISTANCE OF 1,327.17 FEET; THENCE NORTH 89°54'03" EAST, A DISTANCE OF 1,312.89 FEET; THENCE NORTH 89°52'45" EAST, A DISTANCE OF 1,324.37 FEET; THENCE SOUTH 00°19'03" WEST, A DISTANCE OF 1,327.26 FEET; THENCE NORTH 89°53'11" EAST, A DISTANCE OF 1,322.75 FEET; THENCE SOUTH 00°23'14" WEST, A DISTANCE OF 1,327.44 FEET; THENCE SOUTH 00°07'04" WEST, A DISTANCE OF 664.09 FEET; THENCE SOUTH 89°54'29" WEST, A DISTANCE OF 3,790.53 FEET; THENCE SOUTH 45°17'48" WEST, A DISTANCE OF 228.70 FEET; THENCE NORTH 08°56'58" WEST, A DISTANCE OF 35.59 FEET; THENCE NORTH 14°27'02" WEST, A DISTANCE OF 53.70 FEET; THENCE NORTH 31°22'56" EAST, A DISTANCE OF 53.95 FEET; THENCE NORTH 26°17'01" EAST, A DISTANCE OF 64.58 FEET; THENCE NORTH 34°42'49" EAST, A DISTANCE OF 53.19 FEET; THENCE NORTH 00°20'40" WEST, A DISTANCE OF 57.90 FEET; THENCE NORTH 05°03'54" WEST, A DISTANCE OF 58.32 FEET; THENCE NORTH 26°00'27" EAST, A DISTANCE OF 52.65 FEET; THENCE NORTH 31°49'58" EAST, A DISTANCE OF 52.27 FEET; THENCE NORTH 07°47'15" EAST, A DISTANCE OF 40.56 FEET; THENCE NORTH 00°05'55" WEST, A DISTANCE OF 60.02 FEET; THENCE NORTH 70°31'53" EAST, A DISTANCE OF 85.77 FEET; THENCE SOUTH 22°41'12" EAST, A DISTANCE OF 55.08 FEET; THENCE SOUTH 59°53'02" EAST, A DISTANCE OF 42.08 FEET; THENCE SOUTH 30°11'30" EAST, A DISTANCE OF 64.34 FEET; THENCE SOUTH 60°11'01" EAST, A DISTANCE OF 63.37 FEET; THENCE SOUTH 85°21'17" EAST, A DISTANCE OF 35.91 FEET; THENCE SOUTH 88°02'19" EAST, A DISTANCE OF 54.87 FEET; THENCE NORTH 64°21'03" EAST, A DISTANCE OF 67.33 FEET; THENCE NORTH 59°17'35" EAST, A DISTANCE OF 63.78 FEET; THENCE NORTH 28°37'17" EAST, A DISTANCE OF 107.79 FEET; THENCE NORTH 23°16'19" EAST, A DISTANCE OF 64.98 FEET; THENCE NORTH 20°28'58" EAST, A DISTANCE OF 44.59 FEET; THENCE NORTH 10°11'12" EAST, A DISTANCE OF 69.14 FEET; THENCE NORTH 06°45'16" WEST, A DISTANCE OF 62.02 FEET; THENCE NORTH 04°40'19" WEST, A DISTANCE OF 58.91 FEET; THENCE NORTH 00°34'10" EAST, A DISTANCE OF 37.88 FEET; THENCE NORTH 09°01'01" WEST, A DISTANCE OF 54.75 FEET; THENCE NORTH 48°10'15" WEST, A DISTANCE OF 45.62 FEET; THENCE SOUTH 70°43'41" WEST, A DISTANCE OF 47.64 FEET; THENCE SOUTH 43°44'02" WEST, A DISTANCE OF 75.29 FEET; THENCE SOUTH 05°29'09" EAST, A DISTANCE OF 58.52 FEET; THENCE SOUTH 13°08'54" WEST, A DISTANCE OF 53.78 FEET; THENCE SOUTH 41°14'49" WEST, A DISTANCE OF 85.95 FEET; THENCE NORTH 49°33'12" WEST, A DISTANCE OF 87.21 FEET; THENCE NORTH 06°59'09" EAST, A DISTANCE OF 65.52 FEET; THENCE NORTH 24°06'31" WEST, A DISTANCE OF 35.19 FEET; THENCE NORTH 64°02'06" WEST, A DISTANCE OF 45.70 FEET; THENCE NORTH 88°00'55" WEST, A DISTANCE OF 54.43 FEET; THENCE NORTH 81°13'17" WEST, A DISTANCE OF 50.28 FEET; THENCE SOUTH 67°21'15" WEST, A DISTANCE OF 60.77 FEET; THENCE SOUTH 34°40'21" WEST, A DISTANCE OF 91.81 FEET; THENCE SOUTH 46°37'36" WEST, A DISTANCE OF 114.82 FEET; THENCE NORTH 87°09'49" WEST, A DISTANCE OF 100.82 FEET; THENCE SOUTH 89°18'54" WEST, A DISTANCE OF 77.65 FEET;

THENCE NORTH 78°01'53" WEST, A DISTANCE OF 56.01 FEET; THENCE SOUTH 65°06'51" WEST, A DISTANCE OF 95.33 FEET; THENCE NORTH 89°58'50" WEST, A DISTANCE OF 250.01 FEET; THENCE SOUTH 00°17'48" WEST, A DISTANCE OF 158.94 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 644.00 FEET, A CENTRAL ANGLE OF 45°00'00" AND A CHORD DISTANCE 492.90 FEET WHICH BEARS SOUTH 22°12'12" EAST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 505.80 FEET TO A POINT OF TANGENCY; THENCE SOUTH 44°42'12" EAST, A DISTANCE OF 316.79 FEET; THENCE SOUTH 45°17'48" WEST, A DISTANCE OF 106.00 FEET; THENCE NORTH 89°42'12" WEST, A DISTANCE OF 458.67 FEET; THENCE NORTH 00°17'48" EAST, A DISTANCE OF 1,023.28 FEET; THENCE SOUTH 89°53'37" WEST, A DISTANCE OF 656.95 FEET; THENCE NORTH 00°17'28" EAST, A DISTANCE OF 1,327.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 13,165,430 SQUARE FEET OR 302.24 ACRES, MORE OR LESS.

Legal Description of Assessment Area Two Lands

LEGAL DESCRIPTION

A portion of Sections 13, 14, 23 and 24, Township 24 South, Range 26 East, lying within Lake County, Florida, being more particularly described as follows:

Begin at the northwest corner of the south 1/2 of southwest 1/4 of said Section 13, Township 24, Range 26; thence North 89°54'57" East along the north line of the south 1/2 of the southwest 1/4 of said Section 13, a distance of 657.32 feet; thence departing said north line, run North 00°17'48" East, a distance of 302.82 feet; thence South 89°42'12" East, a distance of 458.67 feet; thence North 45°17'48" East, a distance of 517.52 feet; thence North 89°54'29" East along the south line of the north 1/4 of the southeast 1/4, a distance of 1,146.75 feet to the southwest corner of the north 1/4 of the southeast 1/4; thence departing said south line run, South 00°14'52" West along the west line of the southeast 1/4, a distance of 1,326.86 feet to the northwest corner of the south 1/4 of the southeast 1/4; thence departing said west line run North 89°56'13" East along the north line of the south 1/4 of southeast of the southeast 1/4, a distance of 2,646.79 feet to the northeast corner of the south 1/4 of the southeast 1/4; thence departing said north line run South 00°07'04" West along the east line of said Section 13, Township 24, Range 26, a distance of 664.09 feet to the northeast corner of Section 24, Township 24, Range 26 and the southeast corner of Section 13, Township 24, Range 26; thence continue South 00°07'27" West along the east line of said section, a distance of 927.78 feet; thence departing the east line of aforesaid section 24, run North 89°52'33" West, a distance of 882.78 feet; thence South 45°31'35" West, a distance of 474.40 feet; thence North 76°14'27" West, a distance of 1,265.24 feet to a point on a non-tangent curve to the right, concave Northeasterly, having a radius of 964.93 feet and a central angle of 14°09'25", a chord that bears North 35°35'11" West, a distance of 237.81 feet; thence run Northwesterly along the arc of said curve, a distance of 238.42 feet to a point on said curve; thence departing said curve, run North 28°30'28" West, a distance of 559.36 feet; thence South 61°29'31" West, a distance of 141.00 feet; thence South 28°30'31" East, a distance of 385.97 feet; thence South 61°29'31" West, a distance of 1,297.85 feet; thence South, a distance of 614.90 feet; thence North 89°51'14" West, a distance of 1,346.23 feet to the west line of said Section 24, Township 24, Range 26; thence North 00°08'53" East along said section line, a distance of 1,573.21 feet; thence departing said west line, run South 89°53'36" West, a distance of 1,326.15 feet; thence North 44°59'26" West, a distance of 467.77 feet; thence North 00°27'18" East, a distance of 331.63 feet; thence North 56°20'32" East, a distance of 1,199.50 feet; thence North 89°54'36" East, a distance of 662.10 feet to the west line of aforesaid Section 13, Township 24, Range 26; thence North 00°18'46" East along said section line, a distance of 331.46 feet to the POINT OF BEGINNING.

Containing 14,569,893.18 square feet or 334.4741 acres, more or less.

This instrument was prepared by and
upon recording should be returned to:

HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

(This space reserved for Clerk)

DECLARATION OF CONSENT
(Assessment Area 3)

VK Avalon Groves, LLC, a Florida limited liability company, together with its successors and assigns (together, "**Landowner**"), represents that it is the owner of 100% of the developable land described in **Exhibit A** attached hereto and made a part hereof ("**Property**"), and further declares, acknowledges and agrees as follows:

1. The Avalon Groves Community Development District ("**District**") is, and has been at all times, on and after April 27, 2016, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes,* as amended ("**Act**"). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the Board of County Commissioners for Lake County, Florida ("**County**"), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) County Ordinance 2016-16, effective as of April 27, 2016, was duly and properly adopted by the County in compliance with all applicable requirements of law; and (c) the members of the Board of Supervisors of the District were duly and properly designated pursuant to the Act to serve in their capacities, and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from April 27, 2016, to and including the date of this Declaration.

2. The Landowner understands and acknowledges that the District has adopted Resolution Nos. 2017-05, 2017-06, and 2017-10 (collectively, "**Assessment Resolutions**") that levied and imposed debt service special assessment liens on the Property (together, "**Special Assessments**"). Such Special Assessments, as applicable, are legal, valid and binding first liens upon the Property, coequal with the lien of all state, county, district and municipal taxes, and superior in dignity to all other liens, titles and claims, until paid.

3. The Landowner hereby expressly acknowledges, represents and agrees that: (i) the Special Assessments and the Assessment Resolutions are, to the extent of the Landowner's obligations thereunder and with respect thereto, valid and binding obligations enforceable in accordance with their terms; (ii) the Landowner has no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the Special Assessments and/or amounts due under the Assessment Resolutions, and the Landowner expressly waives any such claims, offsets, defenses or counterclaims; (iii) the Landowner hereby waives any and all rights, remedies, and other actions now or hereafter contemplated to contest, challenge, or otherwise dispute or object to the Assessment Resolutions, the Special Assessments, and all proceedings undertaken by the District in connection therewith; (iv) the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner's default and agrees that, immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available

remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; and (v) to the extent Landowner fails to timely pay any special assessments collected by mailed notice of the District, such unpaid special assessments and future special assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to section 197.3632, *Florida Statutes*, in any subsequent year.

4. The Landowner hereby waives the right granted in Section 170.09, *Florida Statutes*, to prepay the Special Assessments within thirty (30) days after the improvements are completed, without interest, in consideration of, among other things, rights granted by the District to prepay Special Assessments in full at any time, but with interest, under the circumstances set forth in the resolutions of the District levying such Special Assessments.

5. This Declaration shall represent a lien of record for purposes of Florida law, including but not limited to Chapter 197, *Florida Statutes*, and Sections 197.552 and 197.573, *Florida Statutes*, among others. Other information regarding the Special Assessments is available from the District Manager (DPFG Management and Consulting, LLC), 250 International Parkway, Suite 280, Lake Mary, Florida 32746.

6. This Declaration may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement and the signatures of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE LAND DESCRIBED IN EXHIBIT A HERETO AND SHALL BE BINDING ON THE LANDOWNERS AND ON ALL PERSONS (INCLUDING BUT NOT LIMITED TO INDIVIDUALS AS WELL AS CORPORATIONS, ASSOCIATIONS, TRUSTS, AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE LAND, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE LAND IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOR DECLARATION OF CONSENT]

To be effective as of the _____ day of _____, 20___.

WITNESS

By: _____
Name: JARED LYBBERT
Title: _____

By: _____
Name: GREG MEATH
Title: _____

VK AVALON GROVES, LLC

By: _____
Name: JAMES P. HARVEY
Title: AUTHORIZED SIGNATORY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 4th day of DECEMBER 2018, by JAMES P. HARVEY, as AUTHORIZED SIGNATORY of **VK AVALON GROVES, LLC**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Notary Public State of Florida
Bryon T LoPreste
My Commission FF 943080
Expires 01/27/2020

Name: Bryon T. LoPreste
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A: Legal Description of Property

EXHIBIT A

Legal Description of Property

LEGAL DESCRIPTION
(ASSESSMENT AREA 3)

A PORTION OF SECTION 24, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SOUTHWEST 1/4 OF SAID SECTION 24; THENCE NORTH 00°12'02" EAST, A DISTANCE OF 1,326.04 FEET; THENCE NORTH 00°08'53" EAST, A DISTANCE OF 746.33 FEET; THENCE SOUTH 89°51'14" EAST, A DISTANCE OF 1,346.23 FEET; THENCE NORTH, A DISTANCE OF 614.90 FEET; THENCE NORTH 61°29'31" EAST, A DISTANCE OF 1,297.85 FEET; THENCE NORTH 28°30'31" WEST, A DISTANCE OF 385.97 FEET; THENCE NORTH 61°29'31" EAST, A DISTANCE OF 140.99 FEET; THENCE SOUTH 28°30'28" EAST, A DISTANCE OF 559.34 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 964.93 FEET, A CENTRAL ANGLE OF 14°09'29" AND A CHORD DISTANCE OF 237.83 FEET WHICH BEARS SOUTH 35°35'09" EAST; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 238.44 FEET TO A POINT ON SAID CURVE; THENCE DEPARTING SAID CURVE, RUN SOUTH 76°14'27" EAST, A DISTANCE OF 1,265.24 FEET; THENCE NORTH 45°31'35" EAST, A DISTANCE OF 474.40 FEET; THENCE SOUTH 89°52'33" EAST, A DISTANCE OF 882.78 FEET; THENCE SOUTH 00°07'27" WEST, A DISTANCE OF 1,727.29 FEET; THENCE SOUTH 00°12'49" WEST, A DISTANCE OF 1,326.04 FEET; THENCE SOUTH 89°59'21" WEST, A DISTANCE OF 5,279.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 14,573,001 SQUARE FEET OR 334.55 ACRES, MORE OR LESS.

This instrument was prepared by:

HOPPING GREEN & SAMS P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

NOTICE OF SPECIAL ASSESSMENTS / GOVERNMENTAL LIEN OF RECORD
(Assessment Area 3)

PLEASE TAKE NOTICE that the Board of Supervisors of the Avalon Groves Community Development District ("**District**") in accordance with Chapters 170, 190, and 197, *Florida Statutes*, previously adopted Resolution Nos. 2017-05, 2017-06, and 2017-10 (together, "**Assessment Resolutions**"). The Assessment Resolutions levy and impose one or more non-ad valorem, debt service special assessment lien(s) ("**Assessments**"), which Assessments are levied on the property ("**Assessment Area**") described in **Exhibit A** and are intended to secure the District's repayment of debt service on future capital improvement revenue bonds ("**Bonds**"). Such Bonds are intended to finance all or a portion of the District's capital improvement plan ("**Project**"), which is defined in the Assessment Resolutions and described in the *Preliminary Engineer's Report*, dated October 11, 2016 ("**Engineer's Report**"). The Assessments are further described in the *Master Assessment Methodology Report* dated October 27, 2016 ("**Assessment Report**"). NOTE: The Assessments are deemed inchoate until the issuance of Bonds.

A copy of the Engineer's Report, Assessment Report and the Assessment Resolutions may be obtained from the registered agent of the District as designated to the Florida Department of Economic Opportunity in accordance with Section 189.014, *Florida Statutes*, or by contacting the District's Manager, c/o DPFG Management and Consulting, LLC, 250 International Parkway, Suite 280, Lake Mary, Florida 32746.

The Assessments were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and constitute and will at all relevant times in the future constitute, legal, valid, and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Please note that, as part of the Assessments, the Assessment Resolutions require that certain "True-Up Payments" be made in certain circumstances, and landowners should familiarize themselves with those requirements, as they constitute a requirement under the liens.

The District is a special purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. This notice shall remain effective even if the District undergoes merger, boundary amendment, or name change. Further, this notice shall constitute a lien of record under Florida law, including but not limited to Chapter 197, *Florida Statutes*, and Sections 197.552 and 197.573, *Florida Statutes*, among others.

Pursuant to Section 190.048, *Florida Statutes*, you are hereby notified that: **THE AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THE ASSESSMENT AREA. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS**

OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

IN WITNESS WHEREOF, this Notice has been executed to be effective as of the _____ day of _____, 2018, and recorded in the Public Records of Lake County, Florida.

WITNESS

By: _____
Name: JARED LYBBERT

By: _____
Name: GREG MEATH

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: JAMES P. HARVEY
Title: CHAIRMAN

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 4th day of DECEMBER 2018 by JAMES P. HARVEY, as CHAIRMAN of **Avalon Groves Community Development District**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Notary Public State of Florida
Bryon T LoPreste
My Commission FF 943080
Expires 01/27/2020

Name: BRYON T. LOPRESTE
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

Legal Description of Property

(ASSESSMENT AREA 3)

A PORTION OF SECTION 24, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SOUTHWEST 1/4 OF SAID SECTION 24; THENCE NORTH 00°12'02" EAST, A DISTANCE OF 1,326.04 FEET; THENCE NORTH 00°08'53" EAST, A DISTANCE OF 746.33 FEET; THENCE SOUTH 89°51'14" EAST, A DISTANCE OF 1,346.23 FEET; THENCE NORTH, A DISTANCE OF 614.90 FEET; THENCE NORTH 61°29'31" EAST, A DISTANCE OF 1,297.85 FEET; THENCE NORTH 28°30'31" WEST, A DISTANCE OF 385.97 FEET; THENCE NORTH 61°29'31" EAST, A DISTANCE OF 140.99 FEET; THENCE SOUTH 28°30'28" EAST, A DISTANCE OF 559.34 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 964.93 FEET, A CENTRAL ANGLE OF 14°09'29" AND A CHORD DISTANCE OF 237.83 FEET WHICH BEARS SOUTH 35°35'09" EAST; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 238.44 FEET TO A POINT ON SAID CURVE; THENCE DEPARTING SAID CURVE, RUN SOUTH 76°14'27" EAST, A DISTANCE OF 1,265.24 FEET; THENCE NORTH 45°31'35" EAST, A DISTANCE OF 474.40 FEET; THENCE SOUTH 89°52'33" EAST, A DISTANCE OF 882.78 FEET; THENCE SOUTH 00°07'27" WEST, A DISTANCE OF 1,727.29 FEET; THENCE SOUTH 00°12'49" WEST, A DISTANCE OF 1,326.04 FEET; THENCE SOUTH 89°59'21" WEST, A DISTANCE OF 5,279.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 14,573,001 SQUARE FEET OR 334.55 ACRES, MORE OR LESS.

EXHIBIT 8

Panorama
Landscaping

PROPOSAL
#: C201

Date: January 18, 2019

PROPOSAL SUBMITTED TO:

DPFG.
c/o: Avalon Groves CDD

Attn: Patricia Comings-Thibault
Email: patricia.comings-thibault@dpfg.com

WORK TO BE PERFORMED AT:

Avalon Groves CDD.

Date of Plans: N/A

LANDSCAPE MAINTENANCE
TOTAL: $106,412/yr. currently developed areas.
$39,425/yr. future development.

GENERAL MAINTENANCE

1. All turf areas mowed one time per week during months of April-October, and once every other week during the months of November-March. **42 service visits.**
2. Edging of sidewalks, curbs, pathways and other paved surfaces once a week during the months of April-October, and once every other week during the months of November-March. **42 service visits.**
3. Detailing of planted areas to include trimming, shaping and pruning of ALL SHRUBBERY, ornamentals and groundcover; the defining of bed lines, and the removal of unwanted vegetation using chemical on sidewalk cracks, driveways, and where use is possible. **42 service visits.**
4. Sidewalks, curbs and other paved surfaces adjacent to turf and other landscaped elements will be kept clear of unwanted landscape debris by use of forced air machinery. Any visible trash will be picked up from landscaped areas before mowing.
5. A monthly irrigation inspection will be performed.
6. Fertilization and pest control on turf and shrubs will be applied 4 times per year.

Additional Services

7. Mulch installation on landscaped beds once per year is available at $45.00/yd.
8. STORM DEBRIS CLEAN UP AND 24HR EMERGENCY SERVICES ARE AVAILABLE UPON REQUEST.
9. TREE SERVICES ARE AVAILABLE UPON REQUEST.

Notes:

- **If contract is awarded to Panorama Landscaping, we are offering a sign-on bonus of $6,000 to use toward landscape improvements throughout the property.**

Accepted By:

_____

Printed Name

Submitted by:

_____
PANORAMA LANDSCAPING LLC.

Diego Morales, General Manager
Printed Name and Title

1297 Van Arsdale St. * Oviedo FL. 32765
Phone: (407) 721-5117 * (407) 721-5047
Email: PANORAMALLC@HOTMAIL.COM

Landscape Maintenance Services Proposal

prepared for

Avalon Groves CDD

December 2018

YELLOWSTONE
LANDSCAPE

YELLOWSTONE
LANDSCAPE

407.396.0529 tel
407.396.2023 fax

1773 Business Center Ln.
Kissimmee, FL 34758

www.yellowstonelandscape.com

December 5, 2018

Patricia Comings-Thibault, MACC
Senior Manager
DPFG
1060 Maitland Center Commons, Suite 340
Maitland, FL 32751
Ph. 321.263.0132, Ext. 4205

Re: Landscape Maintenance Services Proposal for Avalon Groves CDD

Dear Ms. Comings-Thibault,

Thank you for considering a partnership with Yellowstone Landscape as your landscape maintenance service provider. Our proposal has been created to address the specific needs and expectations you have expressed for **Avalon Groves CDD.** We call this your Plan for Success™ because our integrated service plan has been designed to give you a landscape that you can be proud of.

Your Plan for Success™ includes the following sections:

- **Pricing Breakdown and Contract**: Includes pricing for Serenoa Blvd, Ponds and Buffers Phase 1A, Village Entranceways (1 and 2), and future parks/buffers/ponds in Phase 1B.
- **Scope of Work**: Summarizes our proposed scope of services, detailing the Best Practices we've developed to provide a consistent appearance across your landscape.
- **About Us**: Information about our company's qualifications, capabilities and values.
- **Licenses and Certifications**: All current licenses and certifications held by our local staff.

If you have any questions after reviewing our proposal, please contact me at any time. I would welcome the opportunity to provide you any further details about our firm's commitment to delivering a landscape that you will be proud of.

Sincerely,

Pete Wittman
Business Development Manager
pwittman@yellowstonelandscape.com
407.319.8298

YELLOWSTONE
LANDSCAPE

Pricing Breakdown

Landscape Management Agreement

Client Name/Billing Address:
Avalon Groves Community Development District
DPFG
1060 Maitland Center Commons, Suite 340
Maitland, FL 32751

Property Contact:
Patricia Comings-Thibault

Tel: 321-263-0132 Ext. 4205
Email: patricia.comings-thibault@dpfg.com

Effective Date: 1/1/19
Expiration Date: 12/31/20
Initial Term: 24 months

Property Name/Address:
Avalon Groves Community Development District
Clermont, FL 34714

Contractor:
Yellowstone Landscape – Southeast, LLC
(d/b/a Yellowstone Landscape)
(d/b/a Austin Outdoor)
PO Box 849
Bunnell, FL 32110

Branch Office Contact:
Pete Wittman
Tel: 407-319-8298
Email: pwittman@yellowstonelandscape.com

Scope of Services:

The Client agrees to engage Yellowstone Landscape – Southeast, LLC (d/b/a Yellowstone Landscape) (d/b/a Austin Outdoor) to provide the Services and work described in the attached Exhibit(s) A

Compensation Schedule:

Serenoa Blvd : $4,580.00 per month (no mulch), $5,611.25 per month (mulch incl.)

Ponds Phase 1A: $2,985.00 per month

Village Entrances 1 and 2: $1,080.00 per month (no mulch), $1,305.00 per month (mulch incl.)

Parks, Ponds and Buffers Phase 1B (future build-out): $3,115.00 per month (no mulch), $3,396.25 per month (mulch incl.)

TOTAL: $11,760.00 per month - $141,120.00 annual (no mulch), $13,297.50 per month - $159,570.00 annual (mulch incl.)
Initial mulch or no mulch option

THE TERMS AND CONDITIONS ON PAGE 2 AND THE EXHIBITS ATTACHED HERETO CONSTITUTE PART OF THIS AGREEMENT.

PRESENTED BY:
YELLOWSTONE LANDSCAPE – SOUTHEAST, LLC
(d/b/a Yellowstone Landscape)
(d/b/a Austin Outdoor)

By/Date:_____
Brian K. Martin, Regional Vice President

ACCEPTED BY:
CLIENT

By/Date: _____

Printed Name/Title_____

____Owner _____Agent

TERMS AND CONDITIONS

Entire Agreement: This Landscape Management Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, promises, understandings, commitments, proposals, or agreements, whether oral or written on the subject matter addressed herein. This Agreement may only be modified or amended by a writing signed by authorized representatives of both Parties.

Acceptance of Agreement: The Agreement constitutes Yellowstone Landscape – Southeast, LLC's (d/b/a Yellowstone Landscape) (d/b/a Austin Outdoor) (hereinafter referred to as "Yellowstone") offer to Client and shall become a binding contract upon acceptance by Client's signature on this Agreement and/or instruction to perform the Services by Client's authorized representative. The Parties agree that the provisions of the Agreement shall control and govern over any contract terms and/or Purchase Orders generated by Client and that such documentation may be issued by Client to, and accepted by, Yellowstone without altering the terms hereof.

Price, Quality and Working Conditions: The amounts in the "Compensation Schedule" include all labor, materials, insurance, equipment, and supervision for the performance of the specified Services in the attached exhibits. All materials supplied as part of this agreement are guaranteed to be as specified and all work shall be completed in a workmanlike manner according to standard landscape maintenance practices ("Warranty"). Unless otherwise stated in writing Yellowstone shall have the right to rely on the contents of all documents provided by Client and/or its agents, including Plans, Specifications, and test results, without independent verification and analysis by Yellowstone. Client agrees that Yellowstone is not an insurer or guarantor of the appropriateness of any landscape design provided by others, or of the long term viability of plant material utilized within that specified landscape design or of the site constraints (including watering restrictions) under which Yellowstone is required to perform its Services.

Assignment: Neither Client nor Yellowstone may assign this Agreement or transfer any right, interest, obligation, claim or relief under this Agreement without the prior written consent of the other party. Client acknowledges that Yellowstone may subcontract portions of the Work to specialty subcontractors.

Relationship of Parties: The legal relationship of Yellowstone to Client with respect to the Services shall be that of an independent contractor, not an agent or employee. Yellowstone is responsible for its own withholding taxes, social security taxes, unemployment taxes, licenses, and insurance pertaining to its employees or operations. If applicable, Yellowstone agrees to pay all sales taxes on materials supplied.

Agreement Renewal: Unless Client notifies Yellowstone regarding its intent to terminate Services prior to expiration of the "Initial Term", this Agreement will renew automatically for an additional 12 month term and will continue to renew at the end of each successive 12 month term unless cancelled by either party in accordance with the "Termination" provision or by either party with written notice of not less than 30 days prior to the end of the "Initial Term" or any automatic term(s). Charges will increase by 2.0% at the commencement of each additional automatic twelve (12) month renewal term.

Payment Terms: Billing for Services occurs in advance at the first of each month in accordance with the "Compensation Schedule" on Page 1 of this agreement. Payment for Service(s) is due upon receipt of monthly invoices. The Parties contractually agree that interest on all past due amounts shall accrue at the maximum allowable rate provided by law per month, beginning on the first day following the month in which the invoice was received. This Agreement constitutes a contract of indebtedness. All payments should be mailed to:

Yellowstone Landscape – Southeast, LLC
PO Box 101017
Atlanta, GA 30392-1017

Termination for Cause: If Yellowstone fails to fully perform its obligations and fails to cure any such default within 30 days after receipt of written notice specifying the acts or omissions, Client shall have the right to terminate this Agreement. In the event of a "Termination for Cause", Client shall notify Yellowstone of the termination date in writing and pay Yellowstone for all Services performed to the effective date of termination.

Default: In the event that Client breaches its obligations under this Agreement to permit and cooperate with Yellowstone's performance of its duties or Client fails to make payment for any Services within 30 days of receipt of Yellowstone's invoice, Yellowstone may, but shall not be obligated to, suspend Services until the breach is cured and/or until all arrearages have been paid in full. This Agreement will terminate automatically and without notice upon the insolvency of, or upon the filing of a bankruptcy petition by or against Client.

Claims: Yellowstone's responsibility with regard to Services not meeting the "Warranty" shall be limited, at the sole choice of Yellowstone, to the re-performance of those defective Services and replacement of those defective materials without charge during the ninety (90) day period following completion of the defective Services or provision of defective materials, or a credit to Client's account of the compensation paid by Client for the portion of such Services determined to be defective. If the attached exhibit(s) expressly provide for a longer "Warranty" period, that "Warranty" period shall apply. The Parties shall endeavor in good faith to resolve any such Claim within 30 days, failing which all claims, counterclaims, disputes, and other matters in question between Client and Yellowstone arising out of or relating to this Agreement or the breach thereof may be decided by the dispute resolution process identified below. Each Party will bear its own costs, including attorneys' fees; however, the prevailing party shall have the right to collect reasonable costs and attorneys fees for enforcing this agreement as allowable by applicable law.

Dispute Resolution and Choice of Law: The Agreement shall be governed by the laws of the State of Florida without regard to its conflicts of laws provision. Yellowstone and Client agree (i) to submit to the jurisdiction of the State or Superior Courts of Flagler County, FL for the purpose of any suit or other proceeding arising out of or based upon this Agreement, (ii) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Flagler County, FL. Any such dispute may by mutual agreement of the Parties be submitted to arbitration or mediation, which shall be conducted in Flagler County, FL.

Insurance: Yellowstone shall secure and maintain, throughout the performance of Services under this Agreement, General Liability, Employers Liability, Auto Liability & Umbrella Liability coverage, as specified herein:

a. Worker's Compensation Insurance with statutory limits;
b. Employer's Liability Insurance with limits of not less than $1,000,000;
c. Commercial General Liability Insurance with combined single limits of not less than $1,000,000 per occurrence/$2,000,000 annual aggregate;
d. Comprehensive Automobile Liability Insurance, including owned, non-owned and hired vehicles, with combined single limits of not less than $1,000,000.
e. Umbrella Coverage $10,000,000 per occurrence/$10,000,000 annual aggregate

If required in writing by Client, Yellowstone shall furnish Certificates of Insurance verifying such insurance and Yellowstone agrees to provide written notice to Client at least thirty (30) days prior to any cancellation, non-renewal or material modification of the policies. When requested by Client, the original insurance policies required of Yellowstone will be made available for review.

Licenses: Yellowstone shall maintain all applicable licenses and permits within the cities, counties, and states of operation.

Indemnification for Third Party Claims: Yellowstone agrees to indemnify, defend, and hold harmless Client from and against any and all claims, losses, liabilities, judgments, costs and expenses and damages and injuries to third parties ("Claims") arising out of or caused by the negligent act, error, omission or intentional wrongdoing of Yellowstone, its subcontractors or their respective agents, employees or representatives which arise from the performance of the Services or otherwise while present on the Property for the purpose of rendering Services pursuant to this Agreement. Client agrees to indemnify and hold harmless Yellowstone against any Claims based in whole or in part by the conduct or actions of Client. The indemnity rights and obligations identified in this Agreement shall be, and are the only indemnity rights and obligations between the Parties, in law or equity, arising out of or related to Yellowstone's Services under this Agreement or any claims asserted in relation thereto.

Limitation of Liability: Except for the indemnification provision applicable to claims by third parties against Client, Yellowstone's total and cumulative liability to Client for any and all claims, losses, costs, expenses and damages, whether in contract, tort or any other theory of recovery, shall in no event exceed the amount Client has paid to Yellowstone for Services under this Agreement during the calendar year in which the claim first occurred. In no event shall Yellowstone be liable for incidental, consequential, special or punitive damages.

Indirect Damages: Neither Party shall be responsible to the other or to any third party for any economic, consequential, incidental or punitive damages (including but not limited to loss of use, income, profits, financing or loss of reputation) arising out of or relating to this Service Agreement or the performance of the Services.

Excusable Delays and Risk of Loss: Yellowstone shall not be in breach of this Agreement nor liable for damages due to (i) delays, (ii) failure to perform any obligation under this Agreement, or (iii) losses caused or attributable, in whole or in part, to circumstances beyond its reasonable control, including but not limited to: drought conditions, acts of God, governmental restrictions or requirements, severe or unusual weather, natural catastrophes, vandalism or acts of third persons. Client assumes the full risk of loss attributable to all such occurrences, including but not limited to, the repair or replacement of landscaping and payment to Yellowstone of all amounts provided in this Agreement, notwithstanding that Yellowstone may not have been able to provide all or any of its Services during such occurrences or until the premises described under this Agreement has been restored to its pre-occurrence condition.

Watering Restrictions and Drought Conditions: Should the Property be located in an area which is or becomes subject to governmental restrictions on water usage and/or watering times applicable to the Services Yellowstone will comply with such governmental restrictions which may then impact the performance, viability and/or looks of plant materials and, as such, shall be deemed circumstances beyond its reasonable control.

Nonwaiver: No delay or omission by Yellowstone in exercising any right under this Agreement, and no partial exercise of any right under this Agreement, shall operate as a waiver of such right or of any other right under this Agreement as provided for by law or equity. No purported waiver of any right shall be effective unless in writing signed by an authorized representative of Yellowstone and no waiver on one occasion shall be construed as a bar to or waiver of any such right on any other occasion. All rights of Yellowstone under this Agreement, at law or in equity, are cumulative and the exercise of one shall not be construed as a bar to or waiver of any other.

Construction: The rule of adverse construction shall not apply. No provision of this Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision. In the event any provision of the Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties as expressed herein.

Change in Law: This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases Yellowstone's costs associated with providing the services under this Agreement, Yellowstone reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Yellowstone must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.

Avalon Groves CDD-Serenoa Blvd
Exhibit A
Landscape Management Service Pricing Sheet

Core Maintenance Services

Mowing & Clean Up & Detailing *Includes mowing, edging, string-trimming, clean-up, shrub pruning, and weed removal* *42 mows per year, 12 prunings per year*	$43,358.00
IPM - Fertilization & Pest Control *Fertilization/Fungicide/Insecticide/herbicide/weed control*	$7,544.00
Irrigation Inspections *Includes monthly inspections with reports*	$4,058.00
Grand Total Annual	$54,960.00
Monthly	$4,580.00

Additional Services

Pine Bark (1x per year) *Estimated 275 cubic yards @ 2" for common areas*	$12,375.00
Palm/ Tree Pruning (1x/year)	Included
Grand Total Annual (with extra services)	$67,335.00
Monthly (with extra services)	$5,611.25

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Avalon Groves CDD-Pond and Buffer Mowing Phase 1A
Exhibit A
Landscape Management Service Pricing Sheet

Core Maintenance Services

Mowing & Clean Up & Detailing *Includes mowing, edging, string-trimming, clean-up, shrub pruning, and weed removal* *34 mows per year*	$35,220.00
IPM - Pest Control *Spot treatments for ant mounds*	$600.00
Irrigation Inspections *Includes monthly inspections with reports*	Included where irrigated
Grand Total Annual	$35,820.00
Monthly	$2,985.00

Additional Services

Palm/ Tree Pruning (1x/year)	Included

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Avalon Groves CDD-Village Entrances (1 and 2)
Exhibit A
Landscape Management Service Pricing Sheet

Core Maintenance Services

Mowing & Clean Up & Detailing	$10,240.00
Includes mowing, edging, string-trimming, clean-up, shrub pruning, and weed removal	
42 mows per year, 12 prunings per year	
IPM - Fertilization & Pest Control	$1,422.00
Fertilization/Fungicide/Insecticide/herbicide/weed control	
Irrigation Inspections	$1,298.00
Includes monthly inspections with reports	
Grand Total Annual	$12,960.00
Monthly	$1,080.00

Additional Services

Pine Bark (1x per year)	$2,700.00
Estimated 60 cubic yards @ 2" for all three entrances	
Palm/ Tree Pruning (1x/year)	Included
Grand Total Annual (with extra services)	$15,660.00
Monthly (with extra services)	$1,305.00

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Avalon Groves CDD-Ponds, Parks, and Buffers Phase 1B
Exhibit A
Landscape Management Service Pricing Sheet

Core Maintenance Services

Mowing & Clean Up & Detailing *Includes mowing, edging, string-trimming, clean-up, shrub pruning, and weed removal* *42 mows per year St. Augustine, 34 mows per year Bahia*	$33,520.00
IPM - Fertilization & Pest Control *Fertilization/Fungicide/Insecticide/herbicide/weed control*	$3,860.00
Irrigation Inspections *Includes monthly inspections with reports*	$1,825.00
Grand Total Annual	$37,380.00
Monthly	$3,115.00

Additional Services

Pine Bark (1x per year) *Estimated 75 cubic yards @ 2" for park areas* *No plans provided for parks so mulch is estimated*	$3,375.00
Palm/ Tree Pruning (1x/year)	Included
Grand Total Annual (with extra services)	$40,755.00
Monthly (with extra services)	$3,396.25

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YELLOWSTONE
LANDSCAPE

Scope of Work

Scope of Services Summary

The following is a summary of the proposed scope of services to be provided. It serves as an outline, detailing the Best Practices that our company has developed in order to ensure that we provide consistent landscape maintenance services to your property and meet all the contractual specifications of your landscape maintenance agreement.

I. LANDSCAPE MAINTENANCE PROGRAM

A. Turfgrass Specifications

1. **Mowing**
   a. Schedule of mowing is determined by the type of turf being serviced and adjusted to coincide with seasonal growth rates to maintain a consistent, healthy appearance. Scheduled cuts missed due to inclement weather will be made up as soon as possible.
   b. Mower blades will be kept sharp at all times to prevent tearing of grass leafs.
   c. Turf growth regulators may be used to assist in maintaining a consistent and healthy appearance of the turf.
   d. Various mowing patterns will be employed to ensure the even distribution of clippings and to prevent ruts in the turf caused by mowers. Grass clippings will be left on the lawn to restore nutrients, unless excess clippings create an unsightly appearance.
   e. Turf will be cut to a desirable height with no more than 1/3 of the leaf blade removed during each mowing to enhance health and vigor.

2. **Edging & Trimming**
   a. **Yellowstone Landscape** will neatly edge and trim around all plant beds, curbs, streets, trees, buildings, etc. to maintain shape and configuration.
   b. Edging equipment will be equipped with manufacturer's guards to deflect hazardous debris.
   c. All walks will be blown after edging to maintain a clean, well-groomed appearance.
   d. All grass runners will be removed after edging to keep mulch areas free of weeds and encroaching grass.
   e. “Hard” edging, “soft” edging and string trimming will be performed in conjunction with turf mowing operations.
   f. Areas mutually agreed to be inaccessible to mowing machinery will be maintained with string trimmers or chemical means, as environmental conditions permit.

3. **Debris Removal**
   a. Prior to mowing, each area will be patrolled for trash and other debris to reduce the risk of object propulsion and scattering, excluding areas concentrated with trash (e.g., dumpster zones, dock areas, and construction sites).
   b. Landscape debris generated on the property during landscape maintenance is the sole responsibility of **Yellowstone Landscape,** and will be removed no additional expense to the **Client**.

4. **Fertilizer**
   a. Turf grass will be fertilized as appropriate in accordance with type using a premium turf fertilizer containing minor elements. Various ratios of Nitrogen, Phosphorus, and Potassium (NPK) will be utilized for different growing seasons and environmental conditions.
   b. All sidewalks, roads, curbs, and patios will be swept clean of granular fertilizer after applications to minimize staining.

5. **Insect, Disease, and Weed Control**
   a. Treatment of turf areas for damaging insect infestation or disease and weed control will be the responsibility of **Yellowstone Landscape.**
   b. All products will be applied as directed by the manufacturer's instructions and in accordance with all state and federal regulations.
   c. **Yellowstone Landscape** must possess and maintain an active certified Pest Control License issued through the local governing department responsible for issuing such licenses. Only trained applicators will apply agricultural chemicals.
   d. Access to a water source on the Client's property must be provided for use in spray applications.

B. Plant Material Specifications

1. **Shrubs**
   a. All pruning and thinning will be performed to retain the intended shape and function of plant material using proper horticultural techniques. Shrubs will be trimmed with a slight inward slope rising from the bottom of the plant to retain proper fullness of foliage at all levels.
   b. Plant growth regulators may be used to provide consistent and healthy appearance for certain varieties of plant material and ground covers.
   c. Clippings are to be removed by **Yellowstone Landscape** following pruning.

2. **Tree Maintenance**
   a. Trees will be cleared of sprouts from trunk. "Lifting" of limbs up to 10 feet above the ground is included.
   b. Palm Trees will have only brown or broken fronds removed at time of pruning.
   c. **Yellowstone Landscape** will maintain staking and guying of new trees. Re-staking of trees due to extreme weather is provided as a separate, billable service.

3. **Edging and Trimming**
   a. Groundcovers will be confined to plant bed areas by manual or chemical means as environmental conditions permit.
   b. "Weedeating" type edging will not be used around trees.

4. **Insect, Disease and Weed Control**
   a. Plants will be treated chemically as needed to effectively control insect infestation and disease as environmental and horticultural conditions permit. In extraordinary cases where disease or pests resist standard chemical treatments, **Yellowstone Landscape** will offer suggestions regarding the best course of action.
   b. Open ground in plant beds will be treated by manual or chemical means to control weed pressure as environmental, horticultural, and weather conditions permit.
   c. **Yellowstone Landscape** will maintain a log listing all applications and will have MSDS sheets available for each product used on the **Client's** property.
   d. The **Client** must provide access to a suitable water source on their property for use by **Yellowstone Landscape** in spray applications.

5. **Fertilization**
   a. Shrubs and ground cover will be fertilized with a recommended analysis containing a balanced minor nutrient package with a minimum 50% slow-release Nitrogen source product. Fertilization typically occurs in spring and fall, according to environmental conditions.
   b. Ornamental and Shade Trees will be fertilized utilizing a balanced tree fertilizer at recommended rates according to size.
   c. Palm Trees will be fertilized utilizing a balanced palm tree fertilizer at recommended rates according to size.

C. Irrigation System Specifications

1. Irrigation inspections include inspection of sprinkler heads, timer mechanism, and each zone. In addition, the system will be inspected visually for hot spots and line breaks with each additional visit to the property.

2. Irrigation rotors and spray nozzles will be kept free of grass and other plant material to ensure proper performance.
3. Minor nozzle adjustments and cleaning and timer adjustments will be performed with no additional charge.
4. **Yellowstone Landscape** will promptly inform the client of any system malfunction or deficiencies.
5. Repairs for items such as head replacement, broken lines, pumps or timers will be performed upon the client's approval and billed accordingly. Any damage caused by **Yellowstone Landscape** personnel shall be repaired promptly at no cost to the **Client**. In the event that a problem arises to the system that could result in additional damage occurring or threat to safety, **Yellowstone Landscape** will immediately make the necessary repairs and then contact the Client.

D. Annual Flower Specifications

1. Annual flowers will be changed with selected standard varieties best suited to the seasonal and environmental conditions at the ideal spacing for the plant varieties chosen.
2. Fungicides and insecticides will be applied as needed to maintain healthy planting beds.
3. Annual flower beds will be serviced to remove flowers that are fading or dead ("deadheading") to prolong blooming time and to improve the general appearance of the plant.
4. All soils are to be roto-tilled after removing and prior to installing new flowers.
5. "Flower Saver Plus®" (or comparable product) containing beneficial soil micro-organisms and rich organic soil nutrients, will be incorporated in the annual flower planting soil at the time of each flower change. Supplemental top-dressing with a controlled-release fertilizer and/or soluble liquid fertilizer will be applied to enhance flowering and plant vigor.

E. Mulch

1. Mulch will be replenished in accordance with the terms and specifications set forth in the landscape maintenance agreement.

II. ADDITIONAL SERVICES

A. Yellowstone Landscape will provide extra services, special services and/or landscape enhancements over and above the specifications of landscape maintenance agreement at an additional charge with written approval from an authorized management representative of the **Client.**

Scope of Services Summary

III. YELLOWSTONE LANDSCAPE PERSONNEL

A. **Yellowstone Landscape** will provide all labor, transportation and supervision necessary to perform the work described herein.
B. Field personnel will be equipped with all necessary supplies, tools, parts and equipment and trained to perform work in a safe manner.
C. Personnel will be licensed for all applicable maintenance functions, including any pesticide or supplemental nutrient applications, as required by law.
D. **Yellowstone Landscape** recognizes that its personnel are representatives of the **Client** while on the **Client's** property and, as such, will conduct themselves in an efficient, well-mannered, well-groomed and workman-like manner at all times.
E. Any damage caused by **Yellowstone Landscape** personnel will be repaired promptly at no cost to the **Client.**
F. **Yellowstone Landscape** may utilize qualified subcontractors at any time during the agreement period and will be responsible for managing the quality of their services.
G. All work performed by **Yellowstone Landscape** will be coordinated with the **Client** to minimize disruption and to maximize safety to people and vehicular traffic on the property.

IV. YELLOWSTONE LANDSCAPE VEHICLES AND EQUIPMENT

A. **Yellowstone Landscape** service vehicles will be well maintained and clean in appearance. Vehicles must be properly licensed and tagged, and operated only by licensed personnel.
B. All **Yellowstone Landscape** vehicles must operate in a safe and courteous manner while on the **Client's** property. Pedestrians have the right-of-way and service vehicles are expected to yield.
C. All trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance.
D. Tools and equipment must be properly suited for their purpose and used in a safe manner, utilizing the appropriate safety gear at all times.

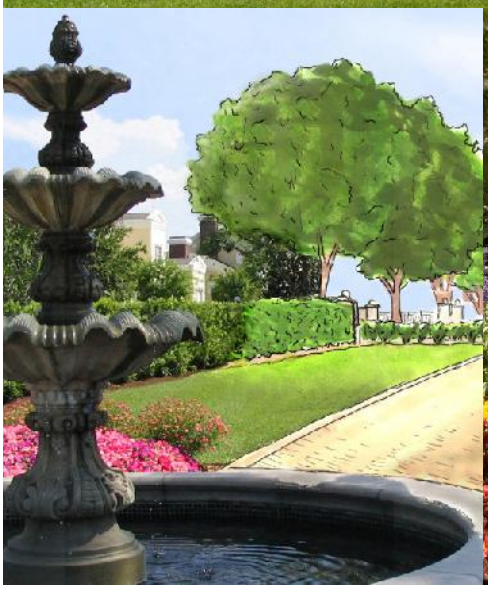
V. ADDITIONAL PROVISIONS

A. Property inspections will be conducted regularly by an authorized **Yellowstone Landscape** representative**. Yellowstone Landscape** will document and correct any landscape maintenance deficiencies identified within one week, or provide a status update for work requiring a longer period to accomplish.
B. **Yellowstone Landscape** will provide the **Client** with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.

Experience

YELLOWSTONE
LANDSCAPE









Yellowstone Landscape began with the unification of established, independently successful landscape companies across the South.

Since 2008, we've been linked by a common goal to better serve our clients, sharing decades of experience in landscape design and installation, tree care services and landscape maintenance.

As one of the landscape industry's fastest growing and most awarded commercial landscaping companies, we are proud to serve more than two thousand client properties from our local branch facilities, across six Southern states.

We offer a uniquely comprehensive suite of services and expertise, allowing us to partner with our clients at any stage in their landscape's life cycle. From a landscape design idea on a computer screen, to a mature and thriving landscape in the ground, Yellowstone Landscape is the only commercial landscaping partner you'll ever need.

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Proud to Serve Orlando

YELLOWSTONE
LANDSCAPE









Excellence in Commercial Landscaping for Your Orlando Area Properties

Yellowstone Landscape is proud to serve Central Florida's commercial landscaping needs from two branch locations in Orlando. With **more than 150 local employees**, we're one of the largest and most awarded commercial landscape service firms in the greater Orlando area.

We offer landscape design, landscape installation, and landscape maintenance services to some of the area's most beautiful homeowner associations, resorts and hotels, city and county governments, master planned developments, corporate campuses, commercial office parks, schools, universities, hospitals, apartment communities and retail shopping centers.

Our service teams are ready to provide you with **Orlando's most professional and responsive commercial landscaping services**, always tailored to your needs and expectations.

Orlando-North Offices
1930 Silver Star Road
Orlando, FL 32804
407.814.2400

Orlando-South Offices
1773 Business Center Lane
Kissimmee, FL 34758
407.396.0529

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Landscape Maintenance

YELLOWSTONE LANDSCAPE







Landscape Maintenance is all about the details. We're committed to getting the details right, so you can enjoy your landscape and take pride in its appearance.

From week to week, month to month, and year to year, there are **hundreds of details** that need to be coordinated for your landscape to looks its best. Assuring that none of those details are overlooked requires a professionally administered, **integrated Landscape Maintenance program**.

Synchronizing routine maintenance activities like mowing, edging, weeding, trimming and clean-up, with fertilization and pest management applications, and your irrigation system's schedule and maintenance is no easy task.

That's why we incorporate all the details of our landscape services into **your Plan for Success™**.

Our Landscape Maintenance teams are trained in our industry's Best Practices. They behave as if they were a part of your staff and work hard to **solve problems while they're still called opportunities**. If the unexpected happens, our teams respond to correct the problem, quickly and professionally.

Your dedicated Account Manager will provide regular updates about what we're doing to maintain your landscape. Our goal is to provide you with **all the information you need** about your landscape, **when you need it**.

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Irrigation Installation & Management

YELLOWSTONE LANDSCAPE







There is **nothing more essential to the success of your landscape** than regular access to the right amount of water.

Commercial irrigation systems are sophisticated technology that require **special certification** to install and operate.

Our Irrigation Installation and Management Professionals are **experts in all major commercial irrigation systems**. From older systems in need of frequent repairs and updates, to the most modern and innovative water-wise systems available, **our Irrigation Teams are dedicated to protecting your valuable water resources.** Once installed, we always adhere to local ordinances governing water use and have implemented the principles of the leading industry groups. These **guidelines govern how we design, install, and maintain your irrigation system.**

Professional irrigation management is an essential service to eliminate waste in your water consumption and reduce your water usage.

Yellowstone Landscape provides you with the most experienced team of Irrigation Professionals in the industry.

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Seasonal Color Installations

YELLOWSTONE LANDSCAPE











If you want to make a big impact and create dramatic curb appeal for your community or commercial property, there is no better way than a professionally designed seasonal color display.

Our landscape designers and color bed installation experts will "**bring the wow" to your entrances and feature areas** with stunning seasonal color displays using only the highest quality, locally sourced plant materials.

Your color bed installations begin with a **custom design proposal tailored to your preferences**, incorporating seasonally appropriate flowers. We begin with bed preparation, the most critical part of the installation process, removing the previous rotation's plants and groundcover materials, bedline trenching, tilling of the soil and adding high quality fertilizers as needed.

We recommend installations with **tighter spacing to create more vibrant color and instant impact.** As conditions warrant, we can provide hand-watering and additional fertilization of seasonal flowers to promote healthy growth and prolong bloom times.

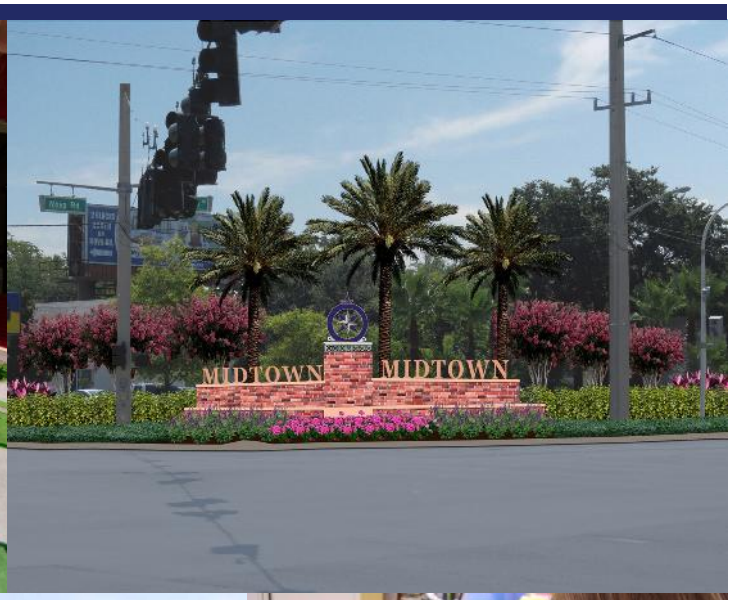
Regular maintenance of your seasonal color installation during service visits includes removal of withering plants and monitoring of the soil quality and checking that the plants' watering requirements are being met.

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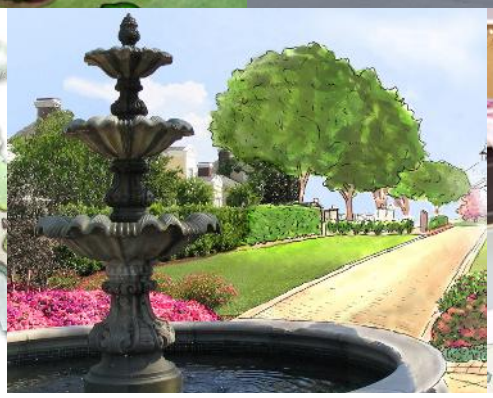
Landscape Design

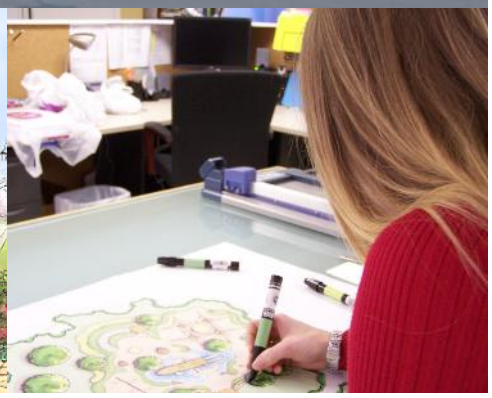
YELLOWSTONE LANDSCAPE











You need your landscape to look its best, but you're not quite sure where to get started.

Whether you need a landscape design plan for a new development or just want to enhance a few feature areas in your existing landscape, our Landscape Designers are ready to help you see your landscape's full potential.

Our Designers are specially trained, creative professionals. They're knowledgeable about all the latest concepts in landscape design and they're also familiar with your area's local plant materials. This ensures that what they select to plant will thrive once it's in the ground.

The last thing you want is to invest in a landscape installation project, only to see the plants fail within the first year.

Working with a Landscape Designer starts with a meeting to find out what your goals are for your project. They'll create **photo renderings** so you can actually see what your new landscape will look like, before it's planted. You'll be a part of the process from beginning to end.

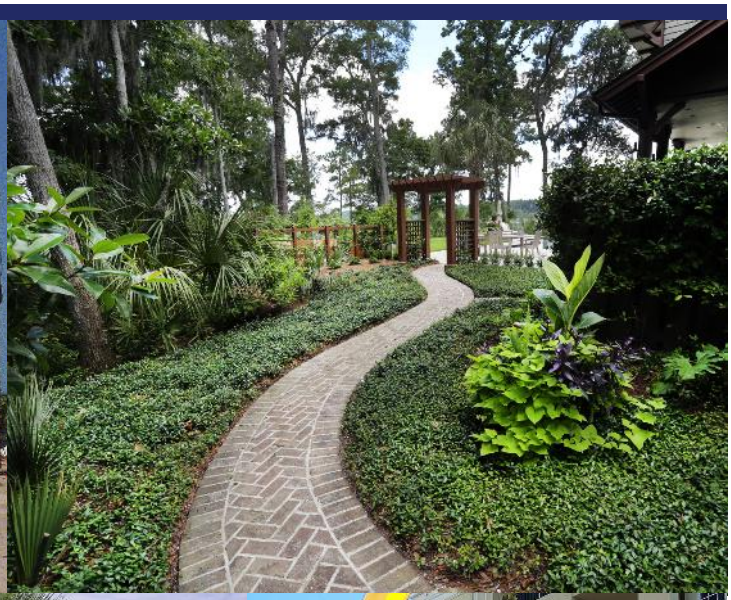
And best of all, **we offer Landscape Design as a complimentary service to current Landscape Maintenance clients when we install your landscape enhancement.**

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Landscape Installation

YELLOWSTONE LANDSCAPE











You need your landscape installation project completed safely, on time and on budget.

Our Landscape Installation Teams will do everything we can to make sure your project stays on schedule (or gets back on schedule), with experience and **capabilities scalable to handle any project and any time line.**

All Landscape Installation projects start with a meeting to thoroughly review your site and your design plans, verifying that the plant material selected is suitable for your project's environment. With experts on staff in Landscape Design and Landscape Maintenance, we'll offer recommendations to **preserve the long term health and appearance of the project after installation.** We can also suggest alternate, native plant materials and trees to help conserve water usage, while preserving the project's intended visual appeal.

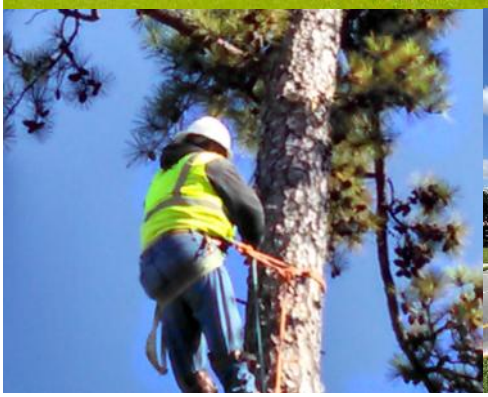
We offer **extended warranties** on all plant materials that we install, when you allow us to provide ongoing landscape maintenance services. We offer this to our clients because we install every landscape with the goal to become **your lifetime landscape service partner**, growing with you as your landscape matures.

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Tree Care Services

YELLOWSTONE LANDSCAPE







Your trees add beauty and value to your property. In the case of mature trees, they are **an absolutely irreplaceable asset**. Keep them healthy and protect your property with regular evaluations and treatments.

Yellowstone Landscape is a full service tree care company, specializing in Plant Health Care and Pruning in accordance with the highest industry standards. Our Tree Care teams are led by **certified Arborists**, educated and trained in all aspects of Arboriculture.

We're dedicated to improving and protecting your trees and shrubs, utilizing the latest innovations in tree care science.

Our Tree Care services include:

- Pruning
- Cabling & Bracing
- Lightning Protection
- Fertilization
- Disease & Pest Management
- Tree Removal
- Tree Planting
- Stump Grinding
- Root Management

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Client Surveys

YELLOWSTONE LANDSCAPE











Each year our clients are asked to complete a brief on line survey to tell us how we are performing in our mission to **create premier properties and build lasting relationships**.

The survey asks that each client rank us in the following categories:

- Quality of Work
- Ability to Meet Expectations
- Responsiveness to Individual Needs
- Clarity of Information
- Level of Respect for You
- Overall Satisfaction

It concludes with the simple question, "Would you recommend Yellowstone Landscape?"

Results from our most recent client survey:

Category	Positive Responses
Quality of Work	95%
Ability to Meet Expectations	93%
Responsiveness to Individual Needs	95%
Clarity of Information	95%
Level of Respect for You	100%
Overall Satisfaction	94%
Would Recommend Yellowstone Landscape	94%

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Building Lasting Partnerships

YELLOWSTONE LANDSCAPE



Yellowstone Landscape has developed a reputation for creating and maintaining award-winning landscape environments for some of the country's most recognized brands.

But the work is only part of the reason that clients choose to partner with us.

Because of our proactive approach, flexible scheduling to accommodate special events, and a relentless focus on communication, our clients choose continue their partnerships with us, year after year.

Our focus on building lasting relationships with the clients we serve, has led to many partnerships that have been established and grown over time. In fact many of these partnerships now span more than a decade of successful service. We believe that our high-quality landscapes, coupled with superior customer service are why clients look to us for all their landscape needs.

Yellowstone clients know that effectively managing their property's landscape is a lifetime commitment that requires careful coordination of services. That's why our approach to managing your property's landscape investment includes regular maintenance services (mowing, trimming, edging) paired with detailed fertilization and pest management plans to keep your property looking its best, while preserving the long-term health of your landscape.

Yellowstone Landscape is honored to serve each of our clients' properties and we look forward to continuing our tradition of award-winning service as we build new relationships with clients across the South.

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Industry Recognition

YELLOWSTONE LANDSCAPE



Our clients' properties have earned dozens of National Landscape Awards of Excellence, the highest honor given in our industry. They've been recognized as some of the most outstanding commercial landscaping projects in the country. Below is a partial listing of our award-winning projects:

Hermann Park; Houston, Texas; 2017

Walton Riverwood; Atlanta, Georgia; 2017

Legacy of Leesburg; Leesburg, Florida; 2017

Swan and Dolphin Resort; Orlando, Florida; 2016

Cane Island Amenity Village; Katy, Texas; 2016

Tradition; Tradition, Florida; 2015

AAA Headquarters; Lake Mary, Florida; 2013

Technology Park Atlanta; Peachtree Corners, Georgia; 2013

Boeing 787 Assembly Facility; North Charleston, South Carolina; 2012

Waldorf Astoria Resort; Orlando, Florida; 2012

Grand Haven; Palm Coast, Florida; 2011

Fleming Island Plantation; Orange Park, Florida; 2010

Hammock Beach Resort; Palm Coast, Florida; 2008

Reunion Resort & Club; Orlando, Florida; 2007

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Committed to Safety

YELLOWSTONE LANDSCAPE











Yellowstone Landscape has made safety our number one priority. We know that we are equally responsible for the safety of our employees, and our clients' residents, employees, guests and their property.

Our commitment to safety includes providing a **safe, healthy work environment,** kept free from hazards. Whether starting or ending the day at one of our branch locations, traveling over the area's roadways, or at a client's work site, all Yellowstone Landscape employees are trained to **behave professionally and remain alert** to all potential safety hazards they may encounter.

Our Commitment to Safety includes:

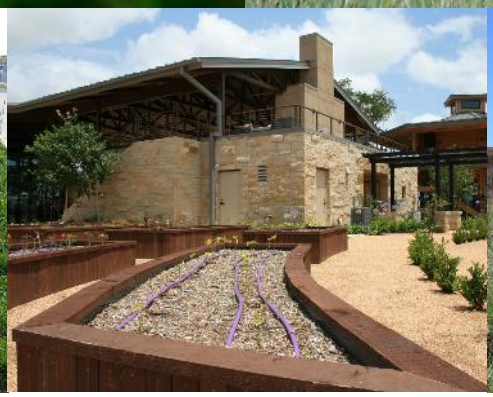
- New Employee Training on Safe Operating Procedures
- Strict Compliance to All OSHA Regulations
- Weekly Tailgate Talks Conducted with All Field Service Teams
- Annual Safety Rodeos with Industry Safety Experts
- Dedicated Safety Officers in Each Branch Location
- Mandatory Use of Appropriate Personal Protective Equipment (PPE) at All Times

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Environmental Stewardship

YELLOWSTONE LANDSCAPE




As a leader in the landscaping industry we have an added responsibility to be good stewards of our natural resources. We also understand that many clients have become keenly aware of the need to reduce their environmental impact.

Our initiatives toward responsible environmental stewardship include:

Integrated Pest Management: IPM Programs use a combination management tools to create an environment where it is less likely that the pest will return.

Innovation Irrigation: This includes smart controllers, rain sensors, micro irrigation and drip irrigation to eliminate water waste, integrating recycled water intakes where natural sources are available.

Reducing Carbon Emissions: EFI equipment used by our service personnel reduces our fuel consumption by 25% compared with traditional outdoor power equipment.

Organic Options: We offer organic alternatives to all traditional management solutions.

Drought-Tolerant Plants & Trees: Installing the right plant material for your property's environment reduces the water consumption necessary for your plants and trees to thrive.

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Licenses and Certifications

YLGHO-1 OP ID: 3L

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 386-944-5806 Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 King Pickett	CONTACT NAME: MARY BURNS PHONE (A/C, No, Ext): 386-944-5806 FAX (A/C, No): 386-323-9119 E-MAIL ADDRESS: MBURNS@BBDAYTONA.COM
INSURED YELLOWSTONE LANDSCAPE, INC 3235 N STATE STREET PO BOX 849 BUNNELL, FL 32110	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Westfield Ins Co — 24112 INSURER B : Argonaut Insurance Company — 19801 INSURER C : Great Amer Ins Co — 16691 INSURER D : LLoyd's of London — INSURER E : Federal Insurance Company — 20281 INSURER F : —

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			CMM5060952	04/30/2018	04/30/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
A	X CONTRACTUAL LIAB			CMM5060952	04/30/2018	04/30/2019	MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			CMM5060952	04/30/2018	04/30/2019	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
C	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE			TUU 2545544 00	04/30/2018	04/30/2019	AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N / A		WC928378337574 (MASTER)	04/30/2018	04/30/2019	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	EXCESS LIABILITY			93648120	04/30/2018	04/30/2019	OCC & AGG	10,000,000
D	POLLUTION LIAB			W10B9B180901	04/30/2018	04/30/2019	EACH OCC	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

FOR INFORMATION

CERTIFICATE HOLDER

YLGHO01

YELLOWSTONE LANDSCAPE, INC
3235 N STATE ST
PO BOX 849
BUNNELL, FL 32110

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Licenses & Certications

YELLOWSTONE LANDSCAPE

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Yellowstone Landscape - Southeast, LLC

2 Business name/disregarded entity name, if different from above
dba Yellowstone Landscape

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **C**
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
3235 N. State Street, PO Box 849

Requester's name and address (optional)

6 City, state, and ZIP code
Bunnell, FL 32110

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
2 0 - 2 9 9 3 5 0 3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Crystal Westling Date ▶ 1/1/2016

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Certified Pest Control Operator

YELLOWSTONE LANDSCAPE

State of Florida

Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement

CERTIFIED PEST CONTROL OPERATOR

Number: JF235888

DAVID BOLDMAN

This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

Lawn and Ornamental

in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.

In Testimony Whereof, Witness this signature at Tallahassee, Florida on August 5, 2015

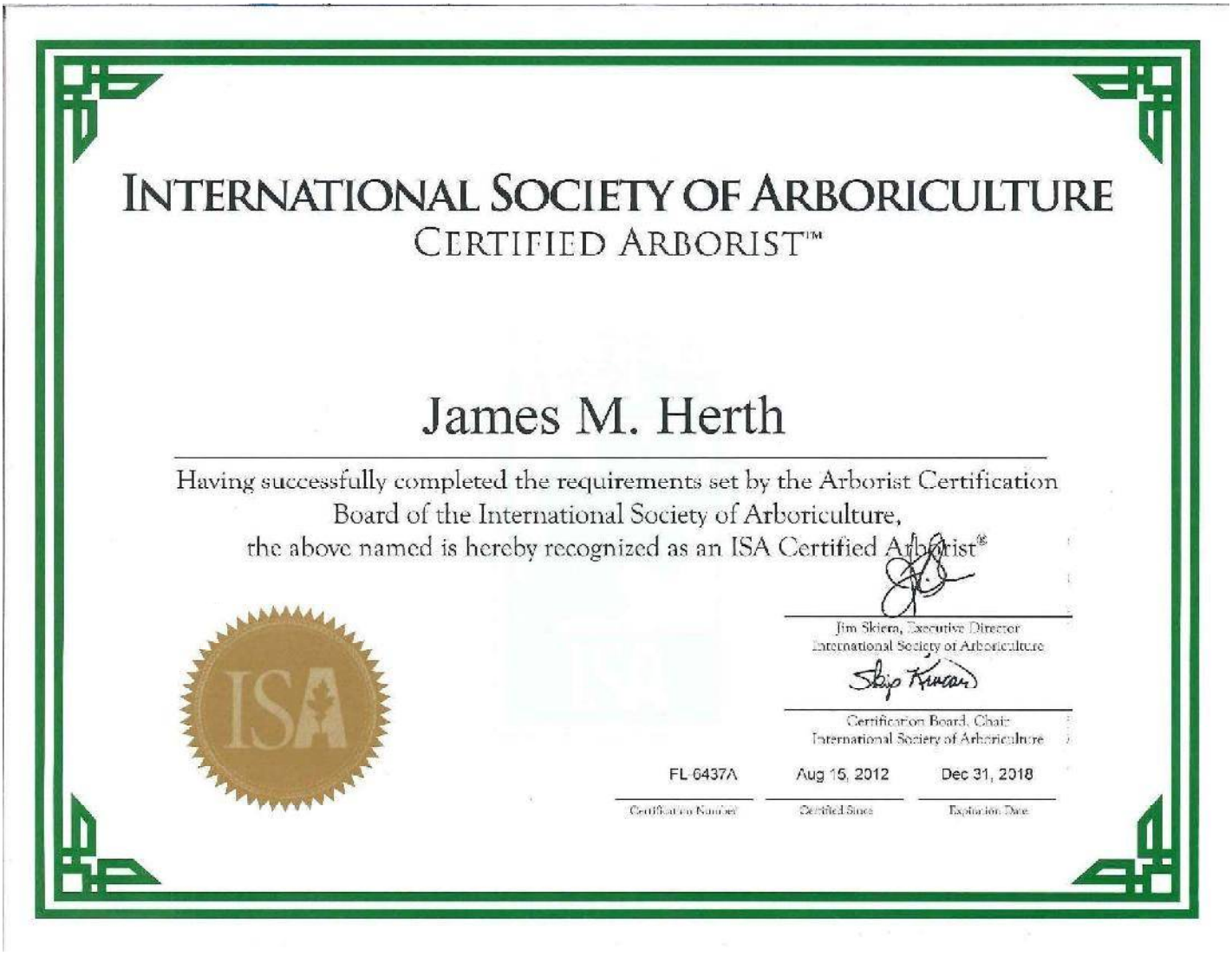
Adam H. Putnam
Commissioner of Agriculture

Chief, Bureau of Licensing and Enforcement

FDACS 13618, 06/01

Certified Arborist

YELLOWSTONE LANDSCAPE



INTERNATIONAL SOCIETY OF ARBORICULTURE

CERTIFIED ARBORIST™

James M. Herth

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist®

Jim Skiera, Executive Director
International Society of Arboriculture

Certification Board, Chair
International Society of Arboriculture

Certification Number	Certified Since	Expiration Date
FL-6437A	Aug 15, 2012	Dec 31, 2018


RAIN BIRD®
Factory Trained
Jon Cook
MAXICOM OPERATOR

EXHIBIT 9

AVALON GROVES CONTRACT ANALYSIS - 01/14/2019

SERENOA VILLAGES 1&2 - Phase 1A

Contract	Amount	Board Approved/Notes
Original Contract - Jon Hall	$ 2,725,756.65	
Change Order 1 - Add Turn Lanes to Villages	$ 73,828.00	Agrees to 12.30.2017 Pay App
Change Order 2 - Speed Bumps	$ 18,700.00	Approved 12/18/2017
Change Order 3 - Temporary Turnarounds	$ (25,864.80)	Pay Application 15
	$ 66,663.20	
Total Contract TO Date	$ 2,792,419.85	

Final payment and retainage was paid out on 11/05/2018 for Total Contract to Date

SAWGRASS BAY PHASE - 1&2

Original Contract - Jon Hall	$ 2,300,228.53	
Change Order 1 - Paving Eastbound Lanes-Active Adult	$ 214,768.80	8/24/2017
Change Order 2 - Reconstruction	$ 681,773.00	10/26/2017
Change Order 3 - Deduct from scope of work	$ (5,469.00)	12/18/2017
Change Order 4 - Construciton of Cofferdam	$ 20,915.20	
Change Order 5 - Deduct from Scope of Work	$ (8,850.51)	
Change Order - 6 - Deduct from Scope of Work	$ (5,360.20)	
	$ 897,777.29	
Total Contract To Date	$ 3,198,005.82	

Final payment and retainage was paid out on 06/15/2018 for Total Contract to Date

SAWGRASS BOULEVARD EXTENSION

Original Contract - Randy Suggs	$ 392,098.38	
Change Order 1 - Sawgrass Bay Boulevard	$ 76,063.20	
Total Contract to Date	$ 468,161.58	

Final payment and retainage was paid out on 09/06/2018 for Total Contract to Date

SAWGRASS BOULEVARD EXTENSION

Original Contract - Cornerstone	$ 145,140.00	

Final payment and retainage was paid out on 01/10/2019 for Total Contract to Date

STREETLIGHTING PROJECT

Original Contract - CIE	$ 45,000.00	
Paid to Date	$ (20,000.00)	
Balance to Finish	$ 25,000.00	

EXHIBIT 10

CHANGE ORDER NO. 1

Date of Issuance: **DECEMBER 27, 2018** Effective Date: **DECEMBER 27, 2018**

Project: ***SERENOA VILLAGE 1&2 Ph 1A – LANDSCAPE AND IRRIGATION***	District: ***AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT***	District's Contract No.:
Contract: ***CONTRACTOR AGREEMENT***		Date of Contract: ***August 14, 2018***
Contractor: ***RANDY SUGGS LANDSCAPING, INC.***		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description:
Deletion of move trees and Bahia Sod from Proposal; SEE EXHIBIT A ATTACHED HERETO.

Attachments:
PROPOSAL

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$45,860.35

Increase/Decrease from prior Change Orders:

Contract Price prior to this Change Order:

$45,860.35

Increase / ***DECREASE*** of this Change Order:

($8,162.35)

Contract Price incorporating this Change Order:

$37,698.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working days Calendar days

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders No._____ to No._____:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:	ACCEPTED:	ACCEPTED:
DISTRICT ENGINEER	**AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT**	**RANDY SUGGS LANDSCAPING, INC.**
By:	By:	By:
Title: CDD ENGINEER	Title:	Title:
Date: 1-2-19	Date:	Date:

EXHIBIT A

PROPOSAL

Randy Suggs, Inc.
P.O. Box 1141
Apopka FL 32704
407-886-8835
www.randysuggsinc.com

Date	Estimate #
8/8/2018	EST10043

Customer:Project
Serenoa Villages 1 & 2

Bill To
Avalon Groves Community Development District 1060 Maitland Center Commons Ste 340 Maitland FL 32751

Project
Serenoa Villages 1 & 2

Item	Symbol	Quantity	Description	Rate	Amount
			Additional Work Requested at Serenoa Villages at Avalon Grove		
			Sawgrass Bay Blvd		
LS: Tree Installation	PE2	4	Relocate Slash Pines	100.00	400.00
LS: Tree Installation	PE2	11	Slash Pine 3" Cal. 12' Ht	325.00	3,575.00
LS: Tree Installation	SP	10	Relocate Cabbage Palm 8-16' Ht. Booted, hurricane cut	100.00	1,000.00
LS: Tree Installation	SP	10	Cabbage Palm 8-16' Ht. Booted, hurricane cut	215.00	2,150.00
LS: Shrub Installation	TDF	265	Fakahatchee Grass 3 Gal. 24-30" overall	10.00	2,650.00
LS: Shrub Installation	MCC	305	Muhly Grass 1 Gal. 24" Ht.	5.00	1,525.00
LS: Mulch	Pine Bark	60	Installation of Mulch, per cubic yard	42.00	2,520.00
LS: Irrigation Installation	Irrigation	1	Installation of Irrigation System (Includes Filter Credit)	4,807.50	4,807.50
Subtotal			17,227.50		~~18,627.50~~
			Phase 1A		
LS: Tree Installation	SP	6	Cabbage Palm 8-16' Ht. Booted, hurricane cut	215.00	1,290.00
LS: Shrub Installation	Bs	5	Bougainvillea 'Barbara Karst' 25 Gal. Trellis	300.00	1,500.00
LS: Shrub Installation	TDF	87	Fakahatchee Grass 3 Gal. 24-30" overall	10.00	870.00
LS: Groundcover	DV	130	African Iris 1 Gal. 2-3 ppp	5.00	650.00
LS: Groundcover	MCC	403	Muhly Grass 1 Gal. 24" Ht.	5.00	2,015.00
LS: Sod	Sod B	19,321	Bahia Sod	0.35	6,762.35
LS: Sod	Sod C	9,500	St. Augustine Sod	0.50	4,750.00
LS: Mulch	Pine Bark	45	Pine Bark Nuggets	42.00	1,890.00
LS: Irrigation Installation		1	Installation of Irrigation System	7,505.50	7,505.50
Subtotal			20,470.50		~~27,232.85~~
			Notes We require monthly spray reports on this project for a full warranty. NO soil amendments are included in this proposal. RSL is not responsible for the replacement or restaking of any trees or shrubs due to natural causes such as, but not limited to, high winds, hurricanes, tornadoes, and flooding waters nor to the negligent acts of other contractors or trades. Tree staking kits ARE included in this proposal.		

Randy Suggs, Inc.
P.O. Box 1141
Apopka FL 32704
407-886-8835
www.randysuggsinc.com

PROPOSAL

Date	Estimate #
8/8/2018	EST10043

Customer:Project
Serenoa Villages 1 & 2

Item	Symbol	Quantity	Description	Rate	Amount
			No bahia sod around pond or on pond banks is included in this proposal. We are unable to guarantee moved/ relocated material at this point in the growth cycle.		
				Total	~~$45,860.35~~

total $37,698.00

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

Contractor Agreement

Effective Date:	August 14, 2018		
Owner:	**Full Legal Name: Avalon Groves Community Development District (the "District")**		
	Address: 250 International Parkway, Suite 280		**Phone:** 321-263-0132
	City: Lake Mary		**Fax:**
	State: FL	**Zip:** 32746	**Email:** Click here to enter text.
	Authorized Representative: Patricia Comings-Thibault		**Cell Phone:** Click here to enter text.
Contractor:	**Full Legal Company Name:** Randy Suggs Landscaping, Inc.		
	Vendor Number: Click here to enter text		
	Contractor State License No.: SCC131151565		
	Contractor County License No.: Click here to enter text.		
	Contractor City License No.: Click here to enter text.		
	Federal Employer I.D. No.: 59-3383000		
	Address: 3403 Rock Springs Road		**Phone:** 407-886-8835
	City: Apopka		**Fax:** Click here to enter text
	State: FL	**Zip:** 32704	**Email: office@randysuggsinc.com**
	Authorized Representative: Click here to enter text.		**Cell Phone:** Click here to enter text.
Project:	Serenoa Villages 1 & 2		
Project HOA Entity:	**Full Legal Company Name:** Click here to enter text.		
Project Location:	**City:** Click here to enter text.	**State:** Click here to enter text.	**Zip:** Click here to enter text.

1. **Parties; Effective Date.** This Contractor Agreement ("**Agreement**") is between the above-identified the District and Contractor, and is effective on the Effective Date set forth above. The above-identified District shall be deemed a third party beneficiary of this Agreement with respect to any provision of this Agreement that benefits The District. For the purposes of this Agreement, "Affiliate" means any person or entity that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with The District or Contractor. As used in this definition "control" (including, with correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interest, by contract or otherwise). The District and Contractor shall collectively be referred to in this Agreement as the "**Parties**".

Contractor: _____

2. Purpose of Agreement.

2.1 This Agreement sets forth the terms under which The District may request and Contractor shall provide, as an independent contractor, certain labor, skills and supervision (collectively the "**Work**") to The District in connection with the above-identified Project. Work includes all related procurement of materials, supplies, labor, and equipment (collectively the "**Materials and Labor**") included with and/or used in connection with Work, and/or designated by The District in Specifications for the Project. Contractor acknowledges that there is no guarantee of any amount of Work to be awarded under this Agreement but to the extent any Work is agreed to, the terms of this Agreement shall control. The intent of the Parties is to have the contractual terms agreed to in this Agreement so that the Parties can focus solely on the specific business terms of any Work.

2.2 Contractor agrees to be bound to The District by the terms of this Agreement and shall assume towards The District all the obligations and responsibilities, including the responsibility for safety of the Work. Moreover, nothing in this Agreement shall prejudice or impair the rights of The District. Additionally, Contractor agrees that nothing in any contract between Contractor and any Contractor shall prejudice or impair the rights of The District contained in this Agreement.

3. Agreement Documents.

3.1 This Agreement consists of: (a) this Agreement, which defines the basic terms and conditions of the relationship between the parties; (b); Exhibits to this Agreement; and (c) any amendments agreed to in writing between the parties pursuant to this Agreement ((a) through (c) collectively, shall be referred to herein as the "**Agreement Documents**"). The provisions of the Agreement Documents shall, to the extent possible, be interpreted consistently, and in a manner as to avoid conflict. In the event of a conflict or inconsistency by and between the Agreement Documents, the greater or more stringent requirement shall apply, but in the event this does not resolve such a dispute, the following order of precedence shall apply: (i) Amendments to this Agreement; (ii) Exhibits to this Agreement; and (iii) the terms of this Agreement. Exhibits to this Agreement consist of: Exhibit A – Trade Specific Scope of Work; Exhibit B – General Conditions; Exhibit C – Site Safety Rules; Exhibit D – Emergency Action Plan; Exhibit E – Insurance Requirements;; Exhibit F – Partial Waiver & Release of Lien; Exhibit G – Final Waiver & Release of Lien; Exhibit H – FDEP Contractor Certification Statement.

3.2 THIS AGREEMENT AND THE DOCUMENTS SPECIFICALLY INCORPORATED HEREIN BY REFERENCE REPRESENT THE ENTIRE AGREEMENT BETWEEN THE DISTRICT AND CONTRACTOR AND SUPERSEDE PRIOR NEGOTIATIONS, REPRESENTATIONS, AGREEMENTS - EITHER WRITTEN OR ORAL. TERMS AND CONDITIONS OF PROPOSALS, QUOTATIONS, DELIVERY TICKETS, INVOICES, WORK ORDERS AND OTHER SIMILAR ITEMS, UNLESS SPECIFICALLY MADE A PART OF THIS AGREEMENT, SHALL NOT BE APPLICABLE. ANY AND ALL TERMS OF ANY CONTRACTOR QUOTATIONS, ACKNOWLEDGEMENTS, INVOICES OR OTHER CONTRACTOR DOCUMENTATION RELATED TO THE PROJECT, INCLUDING BUT NOT LIMITED TO THOSE IDENTIFIED ABOVE, ARE HEREBY CANCELLED AND RENDERED NULL AND VOID TO THE EXTENT OF SUCH CONFLICT AND/OR INCONSISTENCY, AND THIS AGREEMENT WILL CONTROL. THIS SUBCONTRACT MAY BE AMENDED ONLY BY A WRITTEN MODIFICATION SIGNED BY BOTH PARTIES.

4. Ordering Process.

4.1 During the term of this Agreement, The District may make available Specifications and related documents and information to Contractor related to the Project, and request from Contractor a bid or proposal for Work for the Project. For the purposes of this Agreement, "Specifications" includes all plans, reports, drawings, sketches, renderings, specifications, option lists, and other related documents in connection with the Project, including all revisions thereto made throughout the progress of the Project.

4.2 If requested, Contractor may submit a bid or proposal to The District in connection with the Project, in which case Contractor: (a) represents and warrants that it has inspected the Project jobsite, if necessary, has found the Project jobsite available and accessible, and has reviewed the Specifications and related documents and information for the Project in formulating and preparing its bid or proposal; (b) shall (as requested by The District) identify all suppliers, subcontractors, laborers, material suppliers, engineers, agents, consultants and/or other persons from whom Contractor proposes to purchase and/or to contract for necessary Work, Materials and Labor required by Contractor for the Project and any other entity under the direction of Contractor (collectively, "**Contractor's Agents**"); (c) shall provide any information requested by The District, including, without limitation, detailed take-offs, Material specifications and literature, quantities, unit costs, labor costs and hours, submittals, shop drawings, insurance costs and other overhead and (d) represents and warrants that it has investigated and confirmed that its proposed Work complies with all applicable local, state and federal ordinances, laws, rules and regulations, including but not limited to building codes, safety laws, all occupational safety and health standards promulgated by the Secretary of Labor under the Occupational Safety and Health Act (collectively, "Applicable Laws"), or has brought to the immediate attention of The District in writing any portion of the Work that does not so comply.

4.3 Contractor agrees that all Specifications, including copies thereof, are the property of The District and are not to be used on other work or given to other parties, except as required for the Work or when permitted by an officer of The District in writing. The District shall be deemed the author and owner of the Specifications and shall retain all common law, statutory and other reserved rights, including copyright. All Specifications shall be returned to The District upon completion of the Work.

4.4 During the term of this Agreement, The District may make available a Contractor(a) notice to proceed and/or change orders; (b) Specifications, to the extent such Specifications are relevant to the Work; and/or (c) the schedule for the Project, including, but not limited to the Work to be performed by Contractor, that is prepared by The District and provided to Contractor ("Construction Schedule"). A Construction Schedule may be delivered to Contractor, posted at the Project jobsite and/or published from time to time in electronic format. Any other notice by The District under this Agreement may be written and/or electronic and may be placed in person by mail, fax, e-mail and/or by or through any other media or mode of communication selected by The District.

4.5 **Acceptance of Work**. If Contractor commences performance of the Work, with or without a fully executed Agreement, it will be deemed to have accepted the terms and conditions of this Agreement. If Contractor commences Work without a fully executed Agreement, it shall do so at its own risk and cost.

4.6 Items of Work or Materials omitted from Contractor's bid or proposal that are clearly inferable from the Specifications presented by The District shall be performed by Contractor and shall be deemed to be part of the Work, at no additional cost to The District. The description of Work to be performed by Contractor shall not be deemed to limit the obligations of Contractor. Contractor shall immediately notify The District in writing of any discrepancy, error, conflict or omission discovered by Contractor or Contractor's Agents in the Specifications at any time.

4.7 Contractor acknowledges and agrees that this is a non-exclusive agreement and that nothing herein constitutes a promise, guarantee, representation or commitment of any minimum or specified number of opportunities or that any Work shall be issued to Contractor hereunder.

5. Initiation of Work.

5.1 Contractor shall perform all Work described in the Specifications in accordance with this Agreement. Time is of the essence in connection with all of Contractor's obligations under this Agreement.

5.2 Contractor represents and warrants that it shall be properly authorized to do business in any jurisdiction where it shall perform Work, and that it shall be properly licensed by all necessary governmental authorities for the Work contemplated by this Agreement. Contractor shall, at its sole cost, obtain all

permits required for Contractor to perform Work, other than general building permits, which shall be provided by The District. It is the responsibility of the Contractor to maintain current copies of all licenses and certificates of competency required by all jurisdictions where Contractor shall perform Work, and to provide to and maintain with The District current copies of these documents to The District before commencement of Work, and continually throughout the course of the Project should any of these change in any manner.

5.3 Contractor shall have no authority to commence Work at any location of the Project until Contractor has received written notice to proceed from The District for the specific location.

5.4 Contractor represents and warrants that, prior to commencing Work on the Project initially, or at any subsequent time, it shall have:

(a) thoroughly inspected the then-current state of the Project jobsite and reviewed the latest version of the Specifications and Construction Schedules for the Project, it being Contractor's responsibility to stay informed regarding all changes in the jobsite, Specifications and Construction Schedules throughout the course of the Project;

(b) ascertained the jobsite conditions to be encountered in the performance of the Work, including verifications of all grades, measurements and the locations of all existing utilities;

(c) inspected all curbs, landscaping, common areas, walks, drives and streets, and reported any damage to The District (damage found later may be charged to Contractor);

(d) verified that all Work, storage and access areas and surfaces related to or adjoining the Work are satisfactory for the commencement of the Work. The commencement of the Work by Contractor shall be deemed as Contractor's acceptance of the jobsite and all access and storage areas; and

(e) notified The District, in writing, of any discrepancy, error, conflict or omission discovered by Contractor at the jobsite, in regards to the Specifications and/or work of others.

5.5 Contractor shall inspect the Project prior to beginning its Work. If any problems, vandalism, damage, differences from the Specifications, and/or irregularities in components, which are unacceptable exist as to pre-existing work, Contractor shall promptly notify The District so that these items are corrected prior to Contractor beginning its Work. Commencement of any Work to be performed by Contractor constitutes an affirmation by Contractor that, to the best of Contractor's knowledge, the work which preceded Contractor's Work has been completed in a proper and acceptable fashion. In no event should the Contractor be entitled to claim extra compensation as a result of unacceptable surface and/or areas unless same has been reported in writing prior to commencement of work. Thereafter, if any incorrect work by others preceding performance by Contractor necessitates all or a portion of Contractor's Work to be revised or replaced (as determined by The District in its sole and absolute discretion), the costs of the same shall be borne by Contractor, and such Work shall be subject to The District's review and acceptance. In addition, Contractor shall be liable and responsible to The District if Contractor's Work results in problems, defects and/or delays in the work of other Contractors or Contractors. The completion of any portion of the Work constitutes a warranty on Contractor's part that such portion of the Work is in accordance with all provisions of the Agreement Documents and all Applicable Laws. To the extent all or any portion of the Work fails to meet the foregoing standard, Contractor shall have 48 hours after learning of (or receiving notice of) such failure to begin curing the failure and any damage caused thereby. To the extent Contractor fails to begin the cure within such 48 hour period, or thereafter fails to proceed diligently, then The District may, in addition to any other remedies set forth in the Agreement Documents, complete any and all Work it deems necessary and may set off any amounts spent against amounts owed to Contractor by The District or any of their Affiliates. Furthermore, to the extent that such amounts are insufficient to compensate The District for monies spent, then Contractor shall remit such deficit to The District within 5 days of request therefore by the District.

6. Performance and Progress of Work.

6.1 From time to time the District may issue instructions to Contractor identifying the Work to be performed at each specific location within the Project, and establishing a Construction Schedule for that portion of the Work. Contractor must review the Construction Schedule daily to verify, prior to commencing any Work any changes to the Construction Schedule and that the correct Materials, colors, options, and elevations are being used, as well as confirming that the schedule is current. The District may amend the Construction Schedule for the Project from time to time by giving Contractor written notice of the new Construction Schedule, revised Specifications or specific Project jobsite conditions. The District may also direct that certain parts of the Work be prosecuted in preference to others in order to maintain the progress of the Project.

6.2 Upon request, Contractor shall identify to The District in writing all suppliers and other persons from whom Contractor proposes to purchase or to contract with or has purchased from or contracted with for necessary Materials, Work and other items which may be required by Contractor to fully perform its obligations hereunder. Contractor shall furnish, at its own cost and expense, all Work, Materials, and Labor and equipment to perform Work in accordance with the terms of this Agreement. Contractor shall have the necessary personnel available to meet the Construction Schedule, including but not limited to personnel necessary to maintain the Construction Schedule due to any weather delays. Contractor shall pay all taxes, royalties and license fees applicable to Materials furnished by Contractor in the performance of this Agreement. Contractor shall secure and pay for all government approvals, if necessary, for the incorporation of Materials into the Project. Should Contractor use The District's equipment or facilities, Contractor shall reimburse The District at a pre-determined rate prior to the use thereof.

6.3 Contractor hereby agrees to comply with all provisions and requirements of the local jurisdiction within which the Project is located, including, but not limited to, those relating to construction noise. Unless otherwise specified by The District, construction, alteration, or repair activities which are authorized by a valid permit shall be allowed between the hours permitted by the jurisdiction in which the Project is located. On weekends and federal holidays, construction shall be allowed only upon receipt of a weekend/holiday work permit from the local jurisdiction, if required, by its ordinances and/or any applicable homeowner's association rules. Contractor shall have the option, at its own cost, to provide and maintain feasible noise control measures. If mitigation is not feasible, then Work shall be scheduled during the hours when residents shall be least affected, at no additional cost to The District. If blasting activities are required to perform the Work, Contractor shall conduct the blasting activities in compliance with all Applicable Laws. Contractor shall submit blasting plans to the local jurisdiction for review and obtain approval prior to commencing any on-site or off-site blasting activities.

6.4 Contractor shall perform all Work in accordance with the terms and conditions set forth in this Agreement. Contractor shall coordinate its Work with The District and other Contractors and sub-Contractors of The District and/or other contractors so that there will be no delay or interference with the Work being performed by The District and its Contractors. Contractor shall perform all Work promptly and efficiently and without delaying other work on the Project. Contractor agrees to remedy promptly, at its expense and to the satisfaction of the District, and all governmental bodies and agencies having jurisdiction, all defects in its Work (including replacement of defective materials where such materials have been furnished by Contractor or its suppliers) which appear within the Warranty Period (as defined in Section 13.2 of this Agreement). In addition to the foregoing and not by way of limitation thereof, Contractor agrees to repair or replace, to the satisfaction of the District and all governmental bodies and agencies having jurisdiction, any of its Work and Materials and any Work and/or Materials of others that are damaged as a result of improper or defective work or materials furnished by Contractor or those working under Contractor, which appear within the Warranty Period. If Contractor should fail or refuse to prosecute the Work properly and diligently or fail to perform any provisions of this Agreement, and should any such failure or refusal continue for 24 hours, or other legally required times, after notice to Contractor, then such failure shall constitute a material breach of this Agreement. Such breach shall entitle The District to immediately terminate this Agreement and remedy the situation with all Costs being borne by Contractor.

6.5 The District shall have no liability to Contractor if any other laborer, supplier, sub-contractor or Contractor fails to comply with its respective Construction Schedule thereby delaying the progress of the Work of Contractor or Contractor's Agents. Contractor expressly agrees not to make, and hereby waives, any and all monetary claims for damages against The District caused by any delay for any cause whatsoever, even those delays caused by The District and those delays for which The District may otherwise be liable. Contractor acknowledges that an extension of time shall be its sole and exclusive remedy in this regard. Should the Contractor be delayed in the prosecution of any Work solely by the acts of The District or by a Force Majeure Event, the time allowed for completion of the Work shall be extended by the number of days that Contractor has been thus delayed, but no allowance or extension shall be made unless a claim therefore is presented in writing to The District immediately upon the onset of such delay. For the purposes of this Agreement, "Force Majeure Event" shall mean any delay caused by any condition beyond the reasonable control of either The District or Contractor, including, without limitation, an act of God; flood or other severe weather; war; embargo; fire or other casualty; the intervention of any governmental authority unrelated to any act or failure to act by the party claiming the Force Majeure Event; any act of terrorism or sabotage; and/or a civil riot.

6.6 Contractor shall give The District immediate written notice if Contractor foresees, experiences and/or is advised of any constraint, shortage or insufficiency in the supply of any Materials, labor or other items necessary for Contractor to timely perform its obligations under this Agreement. The giving of such notice shall not excuse Contractor from its obligations hereunder. In the event of any such constraint, shortage or insufficiency, Contractor shall, at its own cost and expense: (a) use its best efforts to promptly resolve any such constraint, shortage or insufficiency and increase its forces, or work such overtime or expedite the delivery of Materials as may be required to bring its Work into compliance with applicable requirements; and (b) provide The District with priority of supply and labor over any other customer of Contractor, at no additional cost to The District. In addition, The District may, at its sole discretion and option, locate, order and take delivery of the affected Materials directly from the manufacturer or an alternative supplier. If The District exercises this option, then Contractor shall reimburse The District for all of its Costs associated therewith, and The District may, on a going forward basis, continue to order and take delivery of the affected Materials directly from the manufacturer or an alternative supplier. The District may also, at its sole discretion and option, utilize labor from a different Contractor to perform the Work.

6.7 Contractor shall make no changes in the Work to be performed by it including but not limited to additions, deletions or substitutions, nor shall Contractor perform any additional Work, without the prior written consent of The District, it being understood that Contractor shall receive no sums in addition to the agreed to price for Work set forth in the Agreement ("Work Price"), and no extension in the Construction Schedule, without first obtaining such prior written consent of The District. Any authorizations for changes in Work required to be performed by Contractor, including performance of additional Work, shall be subject to the terms of this Agreement and shall be upon such written forms as agreed to by The District and Contractor. Should The District so request, Contractor shall perform such additional Work so long as The District agrees in writing to pay Contractor the specified cost of such additional Work together with Contractor's reasonable overhead and profit attributable thereto. Failure of Contractor to perform such additional Work shall constitute a material breach of this Agreement by Contractor, and any dispute concerning the performance of such additional Work, the amount to be paid Contractor by The District and/or any adjustment in the Construction Schedule shall not affect Contractor's obligation to perform such additional Work. Touchup work, punch-list work and/or minor patching is considered a part of the Work, and shall not be considered additional Work.

6.8 If Contractor is delayed (such delay must be a critical path delay) at any time in the progress of the Work by any act of neglect of The District, or by any agent or contractor employed by The District, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of Contractor, then the required completion date or duration set forth in the Construction Schedule shall be extended by the amount of time that Contractor shall have been delayed thereby, subject to Contractor taking all reasonable measures to mitigate the effects of such delay. However, to the fullest extent permitted by law, The District and their agents and employees shall not be

held responsible for any loss or damage sustained by Contractor, or additional costs incurred by Contractor, resulting from a delay caused by The District, or their Contractors, agents or employees, or any other contractor, or supplier, or by abnormal weather conditions, or by any other cause, and Contractor agrees that the sole right and remedy therefore shall be an extension of time. Additionally:

(a) Contractor must submit any claim for an extension of time to The District in writing before the completion of their task and The District must respond with its response to the request for an extension of time, which shall be at the District's sole discretion. Contractor's failure to give such written notice to The District shall deprive Contractor of its right to claim an extension of time and any damages or additional costs incurred by Contractor resulting from such delay. The giving of such notice shall not in and of itself establish the validity of the cause of delay or of the extension of time to remedy the delay. When referenced in this Agreement, working days are defined as Monday through Friday, and exclude weekends and holidays.

(b) In the event a court of competent jurisdiction shall determine that this provision is inapplicable or unenforceable for any reason, then Contractor's sole right and remedy shall be the amount received by The District from the party causing the delay on behalf of the Contractor for each day it is actually delayed by any act or neglect of The District, or by any agent or contractor employed by The District, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of Contractor. Contractor waives any claim for consequential damages against The District arising out of or related to the Project and/or this Agreement, including but not limited to loss or use, income, profit, financing, bonding capacity, and/or office overhead.

6.9 Should Contractor fail to perform any of its obligations as provided in this Section 6.16, then The District shall have the right to subtract the amounts (the "Liquidated Damage Amount(s)") specified in this Section 6.16 from all sums due to Contractor (whether or not such sums are related to this Project or Agreement) and retain such Liquidated Damage Amounts as liquidated damages under this Agreement. The parties hereto acknowledge and agree that the damages resulting to The District as a result of the default by Contractor under this Section 6.16 shall not be subject to specific ascertainment and therefore the provision herein for liquidated damages is incorporated as a benefit to both parties. This provision for liquidated damages is a bona fide damage provision and is not a penalty. The following Liquidated Damage Amounts shall apply to the following events:

(a) Should Contractor not show up for Work, the Liquidated Damage Amount shall be $100.00 per day.

The Liquidated Damage Amounts apply only to a breach by Contractor of this Section 6.16 and shall not limit any other damage remedies provided in the Agreement, except with respect to this Section.

7. Receipt and Protection of Materials; Protection of Work.

7.1 If requested or provided, Contractor and The District shall sign-off on detailed take-offs provided by Contractor and/or The District. Once Contractor has signed-off on a take-off, Contractor shall be solely responsible to meet the expectations provided for in the applicable take-off, and no adjustments in the take-off and/or changes to prices charged by Contractor hereunder shall be permitted without The District's prior express written consent. Contractor shall not over utilize or waste Materials or exceed specifications pursuant to the take-off. In the event of over utilization or waste, Contractor shall be responsible to obtain or procure Materials at Contractor's own expense to complete the Project.

7.2 All Materials placed onsite, delivered to and accepted by Contractor, and/or transported by Contractor to and from the jobsite, shall be at the sole risk and responsibility of Contractor. It shall be the duty and responsibility of Contractor to accept or reject all such Materials. Failure of Materials to conform to the Specifications shall be cause for rejection, and Contractor shall not install or use any damaged Materials.

7.3 Contractor shall keep, store and maintain all Materials in good order. Contractor shall take commercially reasonable efforts to protect all Materials from damage, theft and/or loss and to protect the Work to be performed by Contractor, and shall at all times be solely responsible for the good condition thereof until final completion of the Work.

7.4 Contractor assumes all responsibility and expense for Contractor's Materials and/or tools lost, damaged or stolen at the Project jobsite. Contractor shall protect all property adjacent to that upon which it is performing Work and the property, work and materials of other Contractors and sub-contractors from injury arising out of Contractor's Work. In no event shall The District be responsible for loss or damage to the Work or Materials belonging to, supplied to, or under the control of Contractor (except as a direct result of the intentional acts of The District), and Contractor shall indemnify and hold The District harmless from any such claims. Contractor acknowledges and agrees that The District owes no duty to protect Contractor's Work, Materials or tools, and if The District uses the services of any security service that such services are for The District's exclusive benefit and that Contractor shall not rely upon such services.

7.5 Without limiting the generality of the foregoing, Contractor shall take all precautions and actions that may be appropriate, whether or not requested by The District, to protect Materials and/or Work during a predicted natural disaster, e.g., tornado, hurricane, severe thunderstorm.

7.6 Contractor shall be responsible for any defect in the Work or damages, theft or loss of Materials caused by or resulting from its failure to adequately and properly protect such Work or Materials. Contractor shall be fully liable and responsible to The District for all Costs associated with any damage, loss, theft and/or vandalism resulting from Contractor's failure to fully comply with the terms of this Section.

8. Quality, Inspection and Correction of Work.

8.1 Contractor is solely responsible for the finished quality of its Work. Contractor shall make efficient use of all labor and Materials for the Project, and shall perform the Work in a good and workmanlike manner, free of defects, in compliance with the Agreement, Applicable Laws, and all manufacturers' recommendations, installation guidelines and specifications, and to the satisfaction of The District. Without limiting the generality of the foregoing, all Work to be performed by Contractor shall meet or exceed the highest standards of the industry for the type of Work being performed in the same geographic area.

8.2 Contractor shall thoroughly inspect all of its Work and Materials for quality and completion. Contractor shall schedule all inspections relative to its Work and shall perform any tests necessary, if required, to receive inspection approval. Contractor shall pay all re-inspection fees. In addition, The District may from time to time hire third party inspectors, and Contractor shall cooperate with such inspectors and make corrective Work they require, at no additional cost to The District.

8.3 Contractor shall promptly correct all Work which The District, in its sole discretion, deems to be deficient or defective, or as failing to conform to this Agreement and Contractor shall bear all costs of correcting such rejected Work without any increase in the Work Price. The District may nullify any previous approval of Work if it subsequently determines that the Work is defective or non-compliant. In addition, Contractor shall, within 1 business day after receiving notice from The District, take down all portions of the Work and remove same which The District rejects as unsound or improper, and Contractor shall make repair or replace all Work and/or Materials rejected, at Contractor's sole expense.

8.4 Should The District exercise any of its options, remedies or rights granted it pursuant to the terms of this Agreement, in the event of any material failure of performance or breach by Contractor, The District at its sole election may, but shall not be obligated so to do: (a) use any Materials, supplies, tools or equipment on the jobsite that belong to Contractor to complete the Work required to be completed by Contractor, whether such Work is completed by The District or by others, and Contractor agrees that it shall not remove such Materials, supplies, tools and equipment from the jobsite unless directed in writing by The District to do so; (b) eject Contractor from the jobsite; and/or (c) enforce any or all of the agreements that Contractor has

with Contractor's Agents, true and complete copies of which (including all modifications and change orders) shall be provided immediately upon The District's request. In exercising its rights under this Section 8.4(c), The District shall only be acting as the authorized agent of Contractor and The District shall not incur any independent obligation in connection therewith.

9. Labor Matters.

9.1 In the performance of Work under a Purchase Order, Contractor shall only employ qualified persons to perform Work on the Project, shall not employ any person, who is disorderly, unreliable or otherwise unsatisfactory, and shall immediately remove or replace any such person upon notice from The District. In connection with performance of the Work, Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, sex, age, national origin, disability and/or any other protected class or status.

9.2 Contractor shall maintain labor harmony on the Project jobsite, and shall not employ any persons, means, Materials or equipment which may cause strikes, work stoppages or any disturbances of Contractor's Agents, The District and/or any other Contractor or sub-contractor on the Project. Contractor shall perform Work with labor that is compatible with that of other Contractors performing work at the Project jobsite, and Contractor shall exercise all due diligence to overcome any strike or other labor dispute or action. Any strike or other labor difficulties shall not be considered a "Force Majeure Event" for the purposes of this Agreement, if such labor difficulties are caused by the action or inaction of Contractor.

9.3 Contractor is solely responsible for the verification of each of its employee's and Contractor's Agent's eligibility to work legally in the United States. Contractor represents and warrants that: (a) Contractor's employees and Contractor's Agents shall all be eligible to work legally in the United States, (b) Contractor will timely obtain, review and retain all documentation required by Applicable Law(s) to ensure that each of its employees and each of Contractor's Agents is eligible to work legally in the United States; (c) Contractor shall comply with all Applicable Laws and other governmentally required procedures and requirements with respect to work eligibility, including all verifications and affirmation requirements; and (d) Contractor shall not knowingly or negligently hire, use, or permit to be hired or used, any person not eligible to work legally in the United States in the performance of Contractor's Work.

10. General Environmental Compliance

10.1 Contractor and Contractor's Agents shall fully comply with all applicable federal, state and local environmental and natural resource laws, rules and regulations. Contractor shall solely be responsible for and shall defend, protect, indemnify and hold The District harmless from and against any and all claims, losses, costs, penalties, attorney and consultant fees and costs, and damages, including, without limitation, consequential damages, arising from or related to Contractor's or Contractor's Agents' failure to comply with any federal, state and local environmental and natural resource laws, rules and regulations, including ordinances and policies.

10.2 Contractor is solely responsible for the proper use, storage and handling of all Materials, including but not limited to potential pollutants, used in Contractor's and Contractor's Agents' Work, and for the generation, handling and disposal of all wastes resulting from Contractor's and Contractor's Agents' Work, in full compliance with all applicable federal, state and local laws, rules and regulations. In addition, Contractor shall immediately notify The District if Contractor or Contractor's Agents generate more than 100 kilograms of hazardous waste in any one month onsite.

10.3 Contractor and Contractor's Agents must not cause any unpermitted impacts to wetlands, waters or designated protected areas, whether on or off the jobsite.

10.4 Contractor and Contractor's Agents must minimize any vehicle or equipment fueling, washing, maintenance or repair on the jobsite and such activities should not result in run-off or releases onto the ground or off the jobsite or into a storm water management or conveyance system.

10.5 Contractor will take immediate steps, at Contractor's sole expense, to remediate in full compliance with and to the full extent required by Applicable Laws, rules and regulations, any release or discharge by Contractor of any hazardous or other regulated substance, whether on or off the jobsite while acting on behalf of or within the scope of its Work for The District.

10.6 In the event that Contractor fails to correct any non-compliance with this Section after written notice from The District, The District may, without assuming any liability therefore, correct such non-compliance and charge the Costs of such correction to Contractor, through setoff of any amount which may be due Contractor under this or any other agreement, or otherwise, including, but not limited to repair and remediation Costs, and penalties and fines for noncompliance. In the event that there is not enough value of the Agreement remaining to allow the District to setoff against any sums due Contractor as a result of such non-compliance, then Contractor agrees to fully reimburse The District the Costs of such correction immediately upon notice by The District.

11. Storm Water Management.

11.1 Contractor shall comply with the Federal Water Pollution Control Act of 1972, as amended, (the "Clean Water Act" or "CWA"), and all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control. The District, if applicable to the Work, in accordance with Paragraph 402(p) of the CWA, which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, has or will developed an erosion, sedimentation and storm water pollution control and prevention plan (a "SWPPP") for the Project in order to control erosion and storm water discharges and to prevent certain non-storm water discharges. Contractor and Contractor's Agents shall at all times comply with the NPDES Permit(s) and the SWPPP. Contractor shall solely be responsible for and shall irrevocably defend, protect, indemnify and hold The District harmless from and against any and all past, present or future claims of any kind or nature, at law or in equity (including, without limitation, claims for personal injury, property damage or environmental remediation or restoration), losses, costs, penalties, obligations, attorney and consultant fees and costs, and damages, including, without limitation, consequential, special, exemplary and punitive damages contingent or otherwise, matured or unmatured, known or unknown, foreseeable or unforeseeable, arising from or in any way related to Contractor's or Contractor's Agents' failure to comply with the Clean Water Act, any federal, state and local laws, rules and regulations, including ordinances and policies, relating to storm water pollution and erosion and sedimentation control and/or the SWPPP as they may be applicable to the Work. Such failures shall constitute a material breach of this Agreement.

11.2 Contractor shall designate a Contractor employee representative with authority from Contractor to oversee, instruct, and direct Contractor's employees and Contractor's Agents regarding compliance with the requirements of the CWA and any federal, state or local laws, regulations or ordinances relating to storm water pollution or erosion control and the requirements of the SWPPP for the Project. Prior to commencing Work at the Project or within a reasonable time after, the designated Contractor representative shall contact The District's jobsite Project Manager to request information on storm water management at the Project. Contractor and Contractor's Agents shall review prior to commencing Work on the jobsite, and shall abide by at all times, all storm water and jobsite orientation materials and direction provided by The District to Contractor, and as may be required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP, shall file all notifications, plans and forms required by the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP. Contractor is responsible for circulating information provided by The District regarding storm water management to its employees and Contractor's Agents who will be working on the Project.

11.3 Contractor shall require Contractor's Agents to immediately notify Contractor and The District of any source pollutants that Contractor's Agents intend to use on the jobsite that are not identified in the SWPPP, and shall require that each of Contractor's Agents on the Project immediately notify Contractor and The District of any corrections or recommended changes to the SWPPP that would reduce or eliminate the discharge of pollutants and/or sediments from the jobsite. Further, neither Contractor nor any of Contractor's Agents shall discharge any prohibited non-storm water discharges to storm water systems or from the jobsite. If requested by The District, Contractor shall annually or at the completion of the Work, certify that the Work was performed in compliance with the requirements of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and the SWPPP.

11.4 Contractor acknowledges that periodic changes may have to be made to the SWPPP during the progress of the Work, and Contractor shall at all times comply with, and shall require that Contractor's Agents at all times comply with, the most current version of the SWPPP. Contractor and Contractor's Agents shall use best efforts to comply with the SWPPP practices and procedures, including, without limitation, the "best management practices," and Contractor shall implement "best management practices" to control erosion and sedimentation and to prevent the discharge of pollutants including sediments. Contractor shall ensure that all of Contractor's and Contractor's Agent's personnel are appropriately trained in the appropriate "best management practices", and trained to comply with the SWPPP and with all Applicable Laws and regulations.

11.5 Contractor shall immediately notify The District if it observes, discovers and/or becomes aware of (i) any spill of any hazardous or toxic substance or material or other pollutants on the jobsite, (ii) any discharge of any hazardous or toxic substance or material or other pollutants into or on the jobsite which leaves the jobsite or is capable of being washed from the jobsite during a rain event, (iii) any failure by any party to comply with the requirements of the SWPPP, the Clean Water Act, and/or any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and (iv) any damage to or failure of a "best management practice" or any other stormwater or erosion control measure. Contractor shall retain all records relating to the SWPPP, the CWA, and any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control, and any and all violations of the same for a period of 5 years following completion of the Project, or longer as required by Applicable Law.

11.6 Notwithstanding anything to the contrary contained herein, The District shall have the right, but not the obligation, to immediately remedy any violation of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion and sedimentation control, and/or the SWPPP for which Contractor is responsible, without the necessity of providing Contractor with any notice or right to cure. Should The District remedy any such violation, The District shall have the right to back-charge Contractor for the Costs to remedy the violation. Conversely, The District shall have the right, in The District's sole and absolute discretion, to require Contractor to reimburse The District for the Costs incurred by The District to remedy such violation and/or for fines or penalties paid for such violation, and unless Contractor reimburses The District for such Costs within 10 days after receiving The District's written request for payment of the same, Contractor will be in default of this Agreement, and The District shall have all rights and remedies available to The District as a result of a Contractor default. Nothing in this Section 11.6 shall limit or modify in any way Contractor's obligations or The District's rights under Section 11.1.

12. Liens/Waiver of Liens

12.1 Contractor will pay when due, all claims for labor and/or Materials furnished to the Project as part of the Work, and all claims made by any benefit trust fund pursuant to any collective bargaining agreement to which Contractor may be bound, to prevent the filing of any mechanics' lien, material suppliers' lien, construction lien, stop notice or bond claim or any attachments, levies, garnishments, or suits (collectively "Liens") involving the Project or Contractor. Contractor agrees within 5 days after notice, to take whatever

action is necessary to terminate the effect of any Liens, including, but not limited to, filing or recording a release or lien bond. Contractor may litigate any Liens, provided Contractor causes the effect thereof to be removed from the Project, or any other of The District's property or operations, by the proper means, including, but not limited to, Contractor's filing of a cash bond or surety bond as The District may deem necessary.

12.2 Failure to comply with the requirements of Section 12.1 within a period of 5 days after notice from The District of any Liens shall place Contractor in default and entitle The District to terminate this Agreement upon written notice, and use whatever means it may deem best to cause the Liens, together with their effect upon the title of the Project, to be removed, discharged, compromised, or dismissed, including making payment of the full amount claimed without regard to the legitimacy of such claim, and the Costs thereof shall become immediately due and payable by Contractor to The District.

12.3 If The District receives any notice of any Liens pertaining to Contractor and/or Contractor's and/or Contractor's Agents' Work. The District may withhold the payment of any monies to which Contractor would otherwise be entitled to receive, until such time that The District has reasonable evidence that such Liens have been discharged.

12.4 If Contractor fails to pay and discharge when due, any bills or obligations of any kind or nature whatsoever incurred by Contractor by reason or in the fulfillment of this Agreement, whether or not Liens have been or may be placed or filed with respect thereto, which bills or obligations in the opinion of The District are proper, The District, at The District's option but without being obligated to do so, may pay all or any part of such bills or obligations, for Contractor's account and/or The District may, at its sole discretion, issue payment jointly to Contractor and the applicable third party. Any direct or joint payment is solely at the discretion of The District and shall be deemed as a payment towards the obligations of this Agreement. **Contractor hereby expressly waives and releases any claim and/or right of redress or recovery against The District by reason of any act or omission of The District in paying such bills or obligations, and nothing herein shall be deemed to mean The District assumes any liability towards Contractor's suppliers, laborers or material suppliers.**

12.5 Contractor shall pay to The District upon demand all amounts that The District may pay in connection with the discharge and release of any Lien, including all Costs related thereto.

12.6 Contractor intends to furnish Work and/or Materials in the construction, repair and/or replacement of improvements upon real property owned by The District.

(a) Contractor represents and warrants that it has not assigned and will not assign any claim for payment or any right to perfect a Lien against said Work, real property, or the improvements thereon, to any third person, including without limitation any lender or factoring company. Contractor agrees that any such attempted assignment shall be invalid and not enforceable. Such attempted assignment shall be deemed a material default of Contractor's obligations under this Agreement. Contractor shall include substantially identical language to this Section in all subcontracts for Work and/or Materials.

(b) In addition to any notices required by Applicable Law, Contractor also agrees to provide The District with advance notice before placing or filing any Lien against any real property upon which Work is performed and/or Materials are delivered, used and/or installed. Such notice shall be served on The District in written form at least 10 business days in advance of the placement or filing of any Lien, or as much in advance of placement or filing of any Lien as is reasonably practical under Applicable Laws. If the potential Lien issue is still not resolved, then 3 business days in advance of the placement or filing of any Lien, Contractor shall make reasonable efforts to contact The District's Vice President of Finance via telephone and email.

13. Warranties; Warranty Work and Performance Standards.

13.1 Contractor warrants and guarantees that: (a) all Materials incorporated into the Project, except Materials provided by The District, shall meet or exceed the requirements of all Applicable Laws and shall be new, of good quality and free of Liens, security interest, claims or encumbrances; and (b) all other Materials, except Materials provided by The District, used by Contractor in the performance of any Work, and all Work, shall meet or exceed the requirements of all Applicable Laws.

13.2 Contractor warrants that the Work and all Materials, except Materials provided by The District, incorporated into the Project shall be and remain free from defects or flaws from (a) the date of The District's acceptance of the Work or (b) any express, implied or other warranty for the Work and/or Materials required by Applicable Law (the longer of (a) and (b), the "Warranty Period"). In addition, upon The District's acceptance of the Work, Contractor shall deliver and transfer to The District any and all Materials manufacturer's warranties. The warranties and guarantees contained herein shall in all cases survive termination of this Agreement and shall apply to both patent and latent defects in workmanship and materials.

13.3 If during the applicable Warranty Period, the Work and/or Materials, except Materials provided by The District, do not comply with the warranties set forth in this Section and/or elsewhere in the Agreement, then Contractor shall promptly repair the Work or replace such Materials, at Contractor's sole cost and expense for all associated Materials and labor, within 48 hours after notice to do so, or within 3 hours after notice in the event of any emergency. The District, in its sole and absolute discretion, shall determine whether an emergency exists, which generally includes, but is not necessarily limited to, those conditions involving the risk of harm to persons or property. Repairs and replacements shall be made in a diligent first-class manner with as little inconvenience as possible to The District. Contractor shall clean up thoroughly after repairs are completed. Neither repairs nor replacements shall be deemed to be complete until the defect or nonconformity has been permanently corrected. Contractor shall reimburse The District for any damages and/or for any reasonable Costs incurred as a result of the inconvenience or loss of use which is caused by the defect, non-conformity or the repairs and/or replacements. In the event Contractor fails or refuses to timely fulfill any of its warranty obligations, The District, may repair or replace the applicable Work or Materials and Contractor shall reimburse and pay The District, for all Costs related thereto, on demand.

13.4 If the Work and/or Materials, except Materials provided by The District, are determined by The District to be defective or otherwise non-conforming after the expiration of the Warranty Period but before the expiration of the applicable statutory limitation period and/or statutory repose period, The District, in its sole and absolute discretion, shall have the right to request that Contractor repair and replace any Work and Materials furnished by Contractor pursuant to this Agreement. Contractor shall use commercially reasonable efforts to promptly perform such repair and replacement at Contractor's sole cost and expense for all associated Materials and labor. If Contractor performs any such repair and/or replacement after the expiration of the Warranty Period and after the expiration of the applicable statutory limitation period and statutory repose period, The District shall compensate Contractor for such repair and/or replacement activities at the then current reasonable market rates. The provisions of this Section shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor.

14. Notice and Opportunity to Repair Statutes. Contractor agrees to cooperate with The District in connection with any matters relating to any applicable notice and opportunity to repair statutes. If Contractor fails or refuses to cooperate in that process, The District will have the right to correct any defective Work, and Contractor shall, upon demand, immediately reimburse The District for all Costs incurred responding to and/or correcting any such defective Work.

15. Relationship Management.

15.1 Each party shall designate an individual to serve as its "Authorized Representative" under this Agreement, which initially shall be those individuals identified on the first page of this Agreement. Each party's Authorized Representative shall serve as the principal point of accountability for coordinating and managing that party's obligations. Either party may assign a replacement individual to serve as an

Authorized Representative from time to time, provided that the party assigning a replacement gives 30 days advance notice (or as much advance notice as is possible under the circumstances, if less than 30 days) of the replacement individual.

15.2 Each party shall reasonably cooperate with the other party in connection with its obligations under this Agreement. Such cooperation shall include informing the other party of all management decisions that the party reasonably expects to have a material effect on the obligations required to be performed by that party under this Agreement.

15.3 Contractor shall maintain electronic communications with The District via e-mail. .

15.4 Contractor shall provide The District with all reports, documentation and information as The District reasonably requests to verify the performance of Contractor's obligations under this Agreement, including, without limitation, full reports of the progress of Work in such detail as may be required by The District including any shop drawings, as-built drawings and/or diagrams in the course of preparation, process, fabrication, manufacture, installation or treatment of the Work and/or Materials.

15.5 Contractor represents and warrants that it: (a) shall perform its obligations and deal with The District in good faith and with fair dealing; (b) shall conduct its business in a manner that reflects favorably on The District; (c) shall not engage in any deceptive, misleading, illegal or unethical business practices; (d) has not and shall not, directly or indirectly, request, induce, solicit, give and/or accept any bribe, kickback, illegal payment and/or excessive gifts or favors to or from The District or any The District employee, and/or any third party acting on The District's behalf; and/or (e) has not engaged in and shall not engage in any anticompetitive behavior, price fixing and/or any other unlawful restraints of trade. Contractor shall immediately provide written notice to The District of any of the foregoing upon Contractor's becoming aware of the same.

15.6 To the extent permissible under Applicable Law or agreement, Contractor shall notify The District in writing promptly of: (a) any litigation, mediation and/or arbitration brought against Contractor related to Work performed and/or Materials supplied by Contractor under any Purchase Order; (b) any actions taken or investigations initiated by any governmental agency in connection with the Work performed and/or Materials supplied by Contractor under any Purchase Order; (c) any legal actions initiated against Contractor by governmental agencies or individuals regarding any illegal activities, including, but not limited to, fraud, abuse, false claims and/or kickbacks; (d) any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event. Upon The District's request, and to the extent permissible under Applicable Law or agreement, Contractor shall provide to The District all known details of the nature, circumstances, and disposition of any of the foregoing.

16. Goals, Continuous Improvement and Quality.

16.1 Contractor acknowledges that The District's long term goals may include: (a) shortening build-times for the Project; (b) increasing flexibility; (c) achieving ongoing cost reductions; and (d) achieving specific quality goals and continuous quality improvement. Contractor agrees to cooperate with The District in working toward achieving these goals, which includes, without limitation, the obligations set forth in this Section.

16.2 Contractor understands that The District's selection of Contractor as a provider of Work is based in part on The District's belief that Contractor is committed to continuing to improve its performance of Work and to find cost savings over the term of this Agreement. Savings may relate to development and implementation of manufacturing efficiencies, feature improvements, component purchase price reductions, engineering breakthroughs and/or delivery and distribution enhancements that result in lower cost of Work and/or operating expenses for Contractor and/or The District. To this end, Contractor shall use commercially reasonable efforts to continuously improve the performance and quality of Work, to assist The District in

achieving costs savings associated with Work, and to reduce Contractor's costs of performing Work, through increases in efficiency and otherwise.

16.3 If Contractor fails to perform Work properly, as determined by The District in its sole and absolute discretion, Contractor shall promptly put into place a written corrective action plan, reasonably acceptable to The District, designed to ensure that Contractor will perform Work properly going forward.

17. Prices and Payment.

17.1 Contractor will perform Work at the Work Prices. Work Prices, Materials prices and/or other billing amounts shall not exceed the prices agreed to between the parties, without the prior written consent of The District. In addition, if The District has an agreement for direct pricing with a manufacturer and/or supplier of Materials, prices for such Materials shall be passed through to The District at Contractor's cost (i.e., without mark-up) and shall in no event exceed any prices agreed to between The District and the applicable Material manufacturer and/or supplier. Contractor agrees that any price reduction applicable to the ordered Work and/or Materials subsequent to the Agreement date, but prior to delivery, shall be applicable to the Agreement.

17.2 The District shall designate the methodology for payment to Contractor.

(a) If Contractor is instructed to submit invoices to The District, then Contractor will remit invoices, and The District will pay such invoices within 30 days of approval by The District An invoice date shall be no earlier than the date the Work, or applicable portion thereof, is completed. All invoices must be submitted by Contractor within 30 days of its completion of the Work, or applicable portion thereof. Invoices received after 90 days of the completion of the Work, or applicable portion thereof, shall be null and void. The District shall not be liable for any charges associated with the Work and/or Materials represented by such delinquent invoices, and Contractor hereby expressly waives its right to receive any payment in connection, any such delinquent invoices.

(b) Contractor agrees to notify The District within 5 business days if Contractor has not received payment in full within 30 days of payment becoming due under Section (a) above.

(c) The District is entitled to retain ten percent (10%) of the value of the Work billed by Contractor as assurance that full faithful performance of the work and other obligations shall be completed by Contractor (hereinafter referred to as the "Retainage"). All applications for payment shall have Retainage held. Any retainage held by The District shall be paid to the Contactor at the time of final payment.

17.3 As a condition to any payment to be made by The District to Contractor, The District may, at its option, require Contractor to furnish to The District: (a) full and complete Lien waivers, in a form acceptable to The District, executed by Contractor and all Contractor's Agents utilized by Contractor in performing the applicable Work and/or supplying Materials in connection with the applicable Work, as well as any other information and documentation requested by The District with respect to Work and/or Materials covered by the applicable invoice; and (b) a current sworn statement from Contractor attesting to all Contractor's Agents, the amount of each subcontract and/or contract with Contractor's Agents, the amount requested for any Contractor's Agent in the invoice, the amount the Contractor has paid to each Contractor's Agent, and the amount to be paid the Contractor under the invoice.

17.4 No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement, either in whole or in part, and no payment shall be construed as acceptance of defective Work.

17.5 Contractor agrees that amounts owed under any portion of this Agreement are subject to offsets by The District in the event of: (a) Contractor's breach(es) of this Agreement; (b) any damages caused by Contractor; (c) any Liens or other claims arising out of the Work and/or Materials; (d) any Costs or

anticipated Costs of curing defective Work and/or Materials and/or any other amounts expended by The District in connection therewith; (e) Contractor's breaches of other agreements between Contractor and The District and/or its Affiliates; (f) any Liquidated Damage Amounts due from Contractor; and/or (g) claims or amounts due to The District and/or its Affiliates, regardless of whether arising out of this Agreement or otherwise. Contractor further agrees that should The District have reason to terminate this Agreement as a result of Contractor's failure to comply with the terms and conditions of this Agreement then The District and/or its Affiliates shall have the right, in their sole discretion, to terminate any other agreements between Contractor and The District and/or its Affiliates.

17.6 In the event Contractor breaches this Agreement, The District shall have the right to stop all payments to Contractor until such time as The District can accurately ascertain its damages and Costs resulting from the breach, at which time The District is authorized to deduct all Costs related thereto from any monies owed Contractor under this Agreement and/or other agreements with The District.

17.7 Contractor shall not delay and/or stop any Work by reason of The District' failure to make any payments if the failure is a result of a dispute as to the amount of the payment or whether payment is due.

17.8 Notwithstanding anything herein to the contrary, Contractor shall not make any adjustments to the prices set forth in the Agreement without providing The District a minimum 60 days' prior written notice. Further, Contractor acknowledges and agrees that any such increases, if accepted by The District, shall not be effective until the 60 day time period has expired and any such increases shall be applicable only to new, fully agreed upon change orders issued after such increases become effective.

17.9 If, during the term of this Agreement, Contractor offers Work to any other developer at prices and/or on terms more favorable than offered to The District, then Contractor shall immediately offer those same prices and/or terms to The District. It shall not be incumbent on The District to discover the same. In addition, any Work Price decreases agreed to between the parties shall apply to all Work on or after the effective date of the decrease.

17.10 Acceptance by Contractor of any payment shall be a complete and final release of any and all claims the Contractor has or may have related to, concerning or arising out of this Agreement up to and through the time period of work included in the invoice, including but not limited to extra work, delays and change orders except only those claims that are specifically identified in writing and attached to the invoice.

17.11 The District may order or propose changes in the Work consisting of additions, deletions or other revisions with the Agreement amount and time being adjusted accordingly. All such changes in the Work shall be by a written change order or written modification of the Contract signed by all parties. The District may, by a written directive issued and signed by The District's authorized representative, direct Contractor to proceed with changes in the Work, prior to the issuance of a change order. Upon receipt of a written directive from The District, Contractor shall proceed with the Work.

17.12 Contractor shall submit to the District a written detailed estimate of the cost of performing the ordered or proposed changes to the Work to include quantities, unit prices, labor rates, manufacturer's and supplier's quotations and all other information required by The District for a complete analysis of the estimate. If the proposed change affects the length of time Contractor requires to complete its Work, Contractor shall set forth, in writing, the amount of any justifiable time increase in its proposal. Contractor's proposal shall be submitted to The District within 10 working days of its receipt of the request from The District.

17.13 Any and all claims for time or money must be presented to The District, in writing, within 5 working days after the occurrence of the event giving rise to such claim. Failure by Contractor to present such claim in writing within 5 working days after the occurrence shall be deemed a waiver of such claim and the Contractor shall be barred from pursuing such claim against The District.

17.14 Contractor shall forward all documents requested by The District regarding any claim, including but not limited to job cost reports, daily reports, foreman daily reports and diaries, Contractor's complete estimate, invoices, subcontracts, purchase orders, equipment documents (list of company owned, rented or other equipment used), rental charges, job costing of company owned equipment and general ledger.

17.15 No dispute as to adjustment of the Agreement amount or time for changed Work, shall excuse Contractor from proceeding with such changed Work that has been duly authorized by The District.

17.16 Contractor waives any claims for consequential damages, including but not limited to, claims for principal office expenses including compensation of personnel stationed there, for loss of financing, business and reputation, lost profits and loss of bonding capacity.

18. Inspections and Reviews. The District and its agents shall have the right to inspect all Contractor Materials, facilities, Project jobsites and surrounding areas, to confirm Contractor's compliance with the requirements of this Agreement, as well as background OSHA and Experience Modification Factor checks. No inspection or failure to inspect by or on behalf of The District will increase The District's obligations or liabilities nor limit The District's rights or Contractor's obligations.

19. Indemnification.

To the maximum extent permitted by law, Contractor, on behalf of itself and its employees, officers, representatives, materialmen, laborers, contractors, Contractors, sub-contractors, and any other parties acting at the direction of Contractor (collectively, "Contractor Entities") hereby agrees to save, indemnify, defend and hold harmless (such action, the "Indemnity") The District and their parents, Affiliates, subsidiaries, officers, directors, managers, agents, contractors, materialmen, laborers, representatives, employees, successors and assigns (collectively, the "Indemnitees"), from and against any and all liability, costs and damages of any kind whatsoever (including without limitation loss of profits, consequential damages, and/or punitive damages) sustained by the Indemnitees as a result of the activity or inactivity (the "Covered Activity") of Contractor Entities, including without limitation activity or inactivity that constitutes one or more of the following conditions: (i) a material violation of the terms of this Agreement, (ii) willful misconduct, (iii) fraud, (iv) material misrepresentation, (v) negligence, and (vi) deficient and/or defective workmanship (including without limitation the installation of deficient and/or defective materials). The parties hereto acknowledge that the Indemnity is intended to be as broad as permissible under Applicable Law or regulation. Contractor shall defend all suits brought against the Indemnitees, at its expense, regardless of the cause of such suits and regardless of any negligence (except gross negligence) on the part of the Indemnitees. Contractor shall reimburse upon demand Indemnitees for any expense sustained in connection with actions brought as a result of the Covered Activity. By way of illustration but not limitation, should the Indemnitees become liable in connection with being deemed the statutory employer of an individual acting under Contractor's direction, then Contractor shall indemnify, defend, and hold harmless the Indemnitees from any damages sustained in connection with being deemed the statutory employer. This indemnity obligation includes, without limitation, expenses (including all reasonable fees which include attorney's fees) claims, judgments, suits, or demands for damages to persons or property arising out of, resulting from or relating to Contractor's performance of the Work under this Agreement or Contractor's breach of this Agreement ("Claims") unless such Claims have been specifically determined by the trier of fact to be solely the result of the gross negligence or intentional acts of The District. Contractor's duty to indemnify Indemnitees shall arise at the time written notice of a Claim is first provided to Indemnitees regardless of whether claimant has filed suit on the Claim. In situations where it is determined by the trier of fact that Indemnitees are partially at fault for a Claim due to Indemnitees' gross negligence or intentional misconduct, Contractor's obligation to fully indemnify Indemnitees shall be limited to a maximum liability of $2,000,000. Contractor's indemnification obligation shall include, but not be limited to, any Claim made against Indemnitees by a Contractor's Agent who has been injured on property owned by Indemnitees. This provision shall be deemed to be a part of the Project specifications. Nothing in this Agreement shall be construed to require Contractor to defend or indemnify The District for any Claims resulting solely from The District's gross negligence or intentional acts.

19.1 Contractor will defend Claims that may be brought or threatened against Indemnitees and will pay on behalf of Indemnitees any expenses incurred by reason of such Claims including, but not limited to all reasonable fees, court costs, expert costs and reasonable attorney fees incurred in defending or investigating such Claims. Such payment on behalf of Indemnitees shall be in addition to any and all other legal remedies available to Indemnitees and shall not be considered Indemnitees' exclusive remedy.

19.2 In the event Indemnitees are required to mediate, arbitrate, or litigate a Claim (which may or may not be with a homethe District) arising out of or relating to the Work performed under this Agreement, Indemnitees may, in its sole discretion, require Contractor to participate in such mediation, arbitration, and/or litigation. If the Claim is resolved through arbitration, any judgment rendered by the arbitrator(s) may be confirmed, entered and enforced in any court having jurisdiction and the Contractor shall be bound by that decision.

19.3 The provisions of this Section 19 shall survive expiration or termination of this Agreement and/or completion of the Work of Contractor and shall continue until such time it is determined by final judgment that the Claim against Indemnitees is fully and finally barred by the statute of limitations. Contractor's indemnification and defense obligations shall not be limited by the amounts or types of insurance that Contractor is required to carry under this Agreement or that Contractor does in fact carry.

In the event that such court of competent jurisdiction finds that any state statutory indemnity limits apply to this Agreement with respect to Contractor's indemnification of The District for liability caused in whole or in part by any act, omission or default by The District, the parties hereto agree that such limit shall be equal to the limits (exclusive of deductibles) of the applicable insurance required by this Agreement. The parties acknowledge and agree that this monetary limit, if required, bears a commercially reasonable relationship to this Agreement, in so far as, among other factors, the parties have taken into account the availability and cost of insurance and other risk transference devices, the scope of the Work, the risks associated with the Work, and the compensation and any other benefits exchanged between the parties in connection with this Agreement. The parties further agree that this provision is hereby made a part of the Project specifications and bid documents.

20. Insurance. Contractor shall carry, with insurance companies rated A VII or better by A.M. Best Company, the insurance coverage specified in Exhibit E continuously during the life of this Agreement, and thereafter as provided in Exhibit E. Contractor must furnish the District with Certificates of Insurance reflecting coverage as described below at least 7 days **before** starting any Work, giving evidence that Contractor is carrying all of the insurance required in Exhibit E.

20.1 Insurance and Indemnity of Contractor's Agent(s).

(a) If Contractor should subcontract any Work, Contractor shall nevertheless be bound to indemnify The District as provided in this Agreement on behalf of Contractor's Agent(s). In addition, Contractor shall require that Contractor's Agent(s) also be bound to indemnify The District as provided in this Agreement. Contractor represents and warrants that Contractor's Agent(s) shall carry insurance as set forth in this Agreement prior to permitting Contractor's Agent(s) to commence its work.

(b) Contractor shall require in its purchase orders that its suppliers indemnify Contractor and The District from all losses arising from any materials or supplies included in any Work.

(c) Contractor shall require the same insurance coverage required of Contractor from any sub-Contractors performing any portion of Contractor's work. Notwithstanding anything to the contrary herein contained, each party hereby waives all claims for recovery from the other party for any loss or damage to its property caused by fire or other insured casualty and agrees that where there is insurance coverage that the insurance coverage shall be the only avenue of

recovery. This waiver shall apply, however, only where the insurance covering the loss or damage will not be prejudiced by reason of such waiver.

20.2 Miscellaneous Insurance Provisions.

(a) Any attempt by the Contractor to cancel or modify insurance coverage required by this Agreement, or any failure by the Contractor to maintain such coverage, shall be a default under this Agreement and, upon such default, The District will have the right to immediately terminate this Agreement and/or exercise any of its rights at law or at equity. In addition to any other remedies, The District may, at its discretion, withhold payment of any sums due under this Agreement until Contractor provides adequate proof of insurance.

(b) The amounts and types of insurance set forth above are minimums required by The District and shall not substitute for an independent determination by Contractor of the amounts and types of insurance which Contractor shall determine to be reasonably necessary to protect itself and its Work.

(c) The District reserves the right to modify these insurance requirements, and if Contractor continues to perform Work, Contractor agrees to be bound by such modifications **30 days after receipt** of the modified provisions.

20.3 Compliance with this Section.

(a) Contractor acknowledges that timely compliance with this Section and Exhibit E is essential to The District's risk management. As such, if Contractor fails to comply with any of its obligations under this Section 20 and Exhibit E, Contractor shall be in default of this Agreement and The District shall have all rights under this Agreement with respect to Contractor's default. Additionally, The District shall be entitled to (i) withhold any and all payments due to Contractor until Contractor cures such non-compliance, and (ii) assess a service credit in the amount of $500.00 for each instance of Contractor's non-compliance. Service credits shall be credited against the Contractor's next invoice payable by The District hereunder. Notwithstanding the foregoing service credit, Contractor shall be required to protect and indemnify The District and all Indemnitees (as defined in Section 19 of this Agreement) to the fullest extent provided in this Agreement.

21. Confidentiality. During the term of this Agreement, Contractor may have access to information that is considered confidential and proprietary by The District. This information may include, but is not limited to, non-public information relating to prices, compensation, research, products, services, developments, inventions, processes, protocols, methods of operations, techniques, strategies, programs (both software and firmware), designs, systems, proposed business arrangements, results of testing, distribution, engineering, marketing, financial, merchandising and/or sales information, individual customer profiles, customer lists and/or aggregated customer data, and similar information of a sensitive nature ("Confidential Information"). Contractor may use Confidential Information only for the purposes of this Agreement. Contractor shall maintain the confidentiality of Confidential Information in the same manner in which it protects its own Confidential Information of like kind, but in no event shall Contractor take less than reasonable precautions to prevent the unauthorized disclosure or use of Confidential Information. Upon request, Contractor shall return all Confidential Information and shall not use Confidential Information for its own, or any third party's benefit. The provisions of this Section shall survive termination of this Agreement for so long as the Confidential Information is considered confidential by The District and/or its Affiliates.

22. Term and Termination.

22.1 This Agreement shall be effective on the Effective Date and continue until terminated in accordance with its terms. In the event that Contractor terminates this Agreement in accordance with the terms set forth herein, Contractor nevertheless shall complete all outstanding Work in accordance with the terms of this Agreement.

22.2 Contractor may terminate this Agreement if The District commits a material breach of this Agreement, or any Agreement document, and fails to cure such breach within 30 days of its receipt of written notice of the breach from Contractor. However, any dispute over amounts claimed to be owed shall be resolved in accordance with the dispute resolution provisions of this Agreement and shall not serve as a basis for Contractor to place The District in default hereunder and in such event, Contractor shall continue to perform its Work under the terms of this Agreement.

22.3 The District shall have the right to terminate this Agreement with or without cause, effective immediately upon notice to Contractor or as otherwise set forth in such notice. A termination "for cause" includes, but is not limited to, circumstances where: (a) Contractor fails to comply with this Agreement; (b) Contractor repudiates any of this Agreement; (c) The District is insecure and requests assurances of Contractor's ability or willingness to perform and Contractor fails to provide written assurances satisfactory to The District within the time requested by The District; (d) in the event of any proceedings by or against Contractor in bankruptcy, insolvency of Contractor, any proceedings for appointment of a receiver or trustee or an assignment for the benefit of creditors or any other similar event; (e) Contractor refuses or neglects to supply a sufficient quantity of Work of proper quality, as determined by The District; (f) Contractor fails to make prompt payment to Contractor's Agents for Materials or labor; (g) Contractor violates any Applicable Law; (h) causes interference, stoppage, or delay to the Project or any activity necessary to complete the Project; and/or (i) Contractor is listed by the administrative office of an applicable employee benefit trust, including by way of illustration but not of exclusion, health, welfare, pension, vacation or apprenticeship trust, as being delinquent in the payment to any such trust, regardless of the construction project upon which delinquency occurred.

22.4 The District's total liability to Contractor upon termination of this Agreement without cause shall be limited to any remaining payment for completed Work, including any retainage, delivered and accepted by The District. In no event shall Contractor be entitled to any indirect costs, delay damages, consequential damages, lost profits, overhead, acceleration damages or any other compensation. However, in the event that The District terminates any this Agreement for cause, The District may, after giving Contractor notice of default and 3 calendar days within which to cure, have the right to exercise any one or more of the following remedies:

(a) The District may immediately take any action The District may deem necessary to correct such default, including specifically the right to provide labor, overtime labor, materials, equipment and/or other Contractors, and Contractor shall reimburse and pay The District for all Costs incurred or paid by The District resulting therefrom, or The District may deduct the cost of correcting such default plus a markup of 10% for overhead and 10% for profit from any payment due, or that may become due, to the Contractor;

(b) The District may terminate this Agreement and the employment of Contractor, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and take possession of the Contractor's materials, tools, equipment, designs, shop drawings, and work product used in performing its Work, and employ another Contractor or use the employees, equipment, designs, shop drawings and work product of Contractor to finish the remaining Work to be performed hereunder. The District may deduct the costs of completing the remaining work plus a markup of 10% for overhead and 10% for profit from the unpaid Agreement price, and if the cost of completing the remaining Work exceeds the Agreement amount, Contractor shall pay to The District such excess costs, including attorney's fees;

(c) Recover from Contractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential (including without limitation any increase in The District's cost of insurance resulting from Contractor's failure to maintain insurance coverages required hereunder), The District's additional/extended general conditions costs and all reasonable fees, including attorneys' fees, suffered or incurred by The District by reason of or as a result of Contractor's default plus a markup of 10% for overhead and 10% for profit on all costs incurred by The District to correct such default;

(d) Require Contractor to utilize, at its own expense, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default;

(e) Refrain from making any further payments under this Agreement to Contractor until the entire Project shall be fully finished and accepted by the District. After completion of the Work by the exercise of any one or more of the above remedies and acceptance of the Work by the District, The District shall promptly pay Contractor any undisbursed balance of the Agreement, if any. If the cost of completion of the Work plus a markup of 10% for overhead and 10% for profit, together with any other damages or losses sustained or incurred by The District, shall exceed the un-disbursed balance of the Agreement, Contractor and its guarantors, surety, or sureties shall pay the difference within 15 days of written demand from The District.

22.5 Should any termination for cause under this Agreement be deemed invalid, wrongful or improper, such termination for cause shall be deemed a termination without cause as set forth above and Contractor's rights and remedies against The District shall be limited as set forth above.

22.6 If Contractor neglects to perform the Work in accordance with the Agreement and/or as directed by The District and fails within 3 calendar days from the date of written notice from The District to correct such deficiency, The District may, without declaring Contractor in default and without prejudice to any other remedies the District may have, correct such deficiencies. In such case, an appropriate deductive change order shall be issued for all costs incurred by The District in carrying out such work, including but not limited to attorneys' fees. If the remaining Agreement balance is not sufficient to cover such costs, Contractor shall pay the difference to The District.

22.7 Upon expiration or termination of this Agreement for any reason, Contractor will, at The District's request, continue to provide Work pursuant to the terms of this Agreement, and provide reasonable transition assistance services to prevent disruption in The District's business activities, for a period of up to 6 months after the termination date, at The District's discretion. However, at The District's request, Contractor will promptly vacate the jobsite(s), remove all Contractor equipment from the jobsite(s), complete all of Contractor's clean-up and other obligations, and otherwise reasonably cooperate with The District in winding down Contractor's participation in the Project. Should Contractor fail to promptly vacate the jobsite(s), The District may take possession of the premises and of all materials, tools and equipment thereon, and finish the work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative expenses, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the District upon demand.

22.8 All provisions of this Agreement which by their nature should survive termination of this Agreement shall so survive termination of this Agreement, including, without limitation, those provisions related to confidentiality, warranty, arbitration, indemnification and limitations of liability.

23. Limitation of Liability and Waiver of Consequential Damages. In no event shall The District be liable to Contractor in connection with this Agreement and/or the Work, regardless of the form of action or theory of recovery, for any: (a) indirect, special, exemplary, consequential, liquidated, incidental or punitive

damages, even if The District has been advised of the possibility of such damages; and/or (b) lost profits, lost revenues, lost business expectancy, business interruption losses and/or benefit of the bargain damages.

24. **Force Majeure.** Subject to the terms of this Agreement, neither Party shall be liable for any failure or delay in performing its obligations hereunder during any period in which such performance is prevented or delayed by any Force Majeure Event.

25. **Independent Contractor Relationship.** The relationship between The District and Contractor is that of an independent contractor. Nothing in this Agreement shall be construed as creating a relationship between The District and Contractor of joint venturers, partners, employer-employee, or agent. Neither party has the authority to create any obligations for the other, or to bind the other to any representation or document.

26. **Continued Performance.** Each party shall continue performing its obligations under this Agreement while any dispute submitted to litigation or any other dispute resolution process is being resolved until such obligations are terminated by the expiration or termination of this Agreement or by a final and binding award, order, or judgment to the contrary. Notwithstanding the preceding sentence, however, neither party shall withhold any payments due to the other party under this Agreement during the pendency of any other dispute resolution process, including mediation, unless such payments relate to or are the subject matter of such proceedings, or are otherwise subject to dispute, or withholding of such payment is otherwise permitted by this Agreement.

27. **Publicity.** Contractor shall not use any The District trademarks, service marks, trade names and/or logos or refer to The District and/or its Affiliates directly or indirectly in any marketing materials, customer lists, media release, public announcement or other public disclosure relating to this Agreement or its subject matter without obtaining The District's prior express written consent.

28. **General Terms.**

28.1 Contractor hereby consents and agrees to allow The District (or The District and any of their Affiliates), in their sole discretion and judgment, to set-off any of The District's (or any of their respective Affiliates') existing or anticipated claims for damages or deficiencies resulting from Contractor's Work on the Project against any funds due, or which may become due to Contractor for Work performed on another project pursuant to another agreement with The District (or any of their respective Affiliates). No refusal or failure of The District to exercise its rights hereunder shall constitute the basis of any right or claim against The District.

28.2 Where agreement, approval, acceptance, consent or similar action by either party is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld unless otherwise expressly permitted.

28.3 All warranties provided by Contractor, and all of The District's rights and remedies set forth in this Agreement, are cumulative and are in addition to all other warranties, rights and remedies provided to The District by this Agreement, all Purchase Orders, any other document, or at law, in equity or otherwise, including all warranties, rights and remedies under the Uniform Commercial Code.

28.4 The parties agree that, except as otherwise specifically provided for in this Agreement: (a) this Agreement is for the benefit of the parties to this Agreement and is not intended to confer any rights or benefits on any third party (including any employee of either party) other than the Indemnitees; and (b) there are no third-party beneficiaries to this Agreement or any specific term of this Agreement, other than the Indemnitees.

28.5 This Agreement, all of the Agreement Documents, and any Amendments thereto, contain the entire understanding of the parties with respect to the subject matter addressed herein and supersede, replace and merge all prior understandings, promises, representations and agreements, whether written or oral, relating thereto. Upon execution of this Agreement, and any renewal thereof, the terms of this Agreement shall

apply to all then-outstanding Agreements between The District and Contractor. Both parties contributed to the drafting of this Agreement, and had the advice of counsel, and therefore agree that this Agreement should not be construed in favor of either party. Except as expressly provided herein, the remedies accorded the parties under this Agreement are cumulative and in addition to those provided by law, in equity or elsewhere in this Agreement.

28.6 Except as expressly provided herein, this Agreement may not be modified except by a writing signed by both parties. All requests for amendments, modifications and/or changes to the terms and conditions of this Agreement ("Amendments") shall be communicated in writing to an authorized representative of the other party. All approved Amendments shall be formalized by an Amendment document executed by an authorized representative of each party.

28.7 Any waiver of a party's right or remedy related to this Agreement must be in writing, signed by that party to be effective. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy shall effect the other provisions of this Agreement.

28.8 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be enforced to the fullest extent that it is valid and enforceable under Applicable Law. All other provisions of this Agreement shall remain in full force and effect.

28.9 Except as otherwise provided herein, all notices must be in writing and sent either by hand delivery; messenger; certified mail, return receipt requested; overnight courier; facsimile; or by e-mail (with a confirming copy) and shall be effective when received by such party (as documented by a delivery receipt, confirmed facsimile transmission, or return e-mail acknowledging receipt) at the address listed above or other address provided in writing.

28.10 **Neither party may assign this Agreement**, in whole or in part, without the other party's prior express written consent, which shall not be unreasonably withheld or delayed. Any attempted assignment without such written consent shall be void. Notwithstanding the foregoing, The District may assign this Agreement without Contractor's consent: (a) to one or more Affiliates, provided that each such Affiliate agrees to be bound by this Agreement; and (b) as reasonably necessary in connection with any merger, acquisition, sale of assets or other corporate restructuring. Subject to the provisions of this Section, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

28.11 FOR THEIR MUTUAL BENEFIT, THE DISTRICT AND CONTRACTOR WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT

28.12 Choice of Law, Arbitration and Venue

a) All actions, claims, counterclaims, controversies, or disputes (each, a "Dispute") between The District and Contractor arising out of or related to this Agreement, the Agreement Documents, or the Work, whether based on contract or tort, shall be decided by binding arbitration with the American Arbitration Association ("AAA") in West Palm Beach, Florida, in accordance with the Construction Industry Rules of the AAA then existing, but subject to the requirements and limitations set forth below. If AAA will not enforce the Agreement Documents as written, it cannot serve as the arbitration organization to resolve the Dispute. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction in West Palm Beach, Florida, to appoint an arbitration organization that will enforce the Agreement Documents as written.

b) A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect all confidential or proprietary information. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party.

c) The party filing for arbitration shall pay the initiation/filing fees and the arbitrator's costs and expenses. The parties shall each be responsible for additional costs they incur in the arbitration, including, but not

limited to, fees for attorneys or expert witnesses. The prevailing party in the arbitration shall be entitled to recover as part of the final award all reasonable fees, including attorneys' fees and costs, and including fees for expert witnesses, incurred in the arbitration. The arbitrator may re-allocate other fees and costs (but not the attorneys' and expert fees of the parties) among the parties to the proceeding in his or her discretion as the interests of justice dictate.

d) This Agreement shall be construed according to the laws of the State of Florida. However, all Disputes shall be governed, interpreted and enforced according to the Federal Arbitration Act (9 U.S.C. §§ 1-16), which is designed to encourage use of alternative methods of Dispute resolution that avoid costly and potentially lengthy court proceedings. Interpretation and application of these procedures shall conform to federal court rulings interpreting and applying the Federal Arbitration Act. References to state law shall not be construed as a waiver of any rights of the parties under the Federal Arbitration Act or the right of the parties to have the procedures set forth in this Agreement interpreted and enforced under the Federal Arbitration Act. However, whenever such laws are not in conflict, the arbitrator shall apply the laws of the State of Florida. The arbitrator's award may be enforced in any court of competent jurisdiction sitting in and for Palm Beach County, Florida. The arbitrator shall have the authority to try and shall try all issues, whether of fact or law, including without limitation, the validity, scope and enforceability of these Dispute resolution provisions, and may issue any remedy or relief that the courts of the State of Florida could issue if presented the same circumstances.

e) The arbitrator is required to enforce the terms of this Agreement. The arbitrator shall not be authorized to award any punitive damages or any other damages waived or prohibited under the terms of this Agreement.

f) Prior to any arbitration, mediation and/or litigation arising under this Agreement, the parties shall each appoint a corporate officer (someone other than the project manager responsible for the Project) to meet to negotiate the claim/dispute. Such corporate officer shall have full settlement authority to resolve the claim/dispute. This settlement meeting shall be a condition precedent to the filing of any arbitration and/or litigation.

g) THE PARTIES FURTHER AGREE THAT SHOULD ANY LITIGATION ARISE DIRECTLY OR INDIRECTLY UNDER THIS AGREEMENT, INCLUDING IF THE ARBITRATION DECISION MUST BE ENFORCED IN ANY COURT, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL, AND THE PARTIES HEREBY STIPULATE THAT ANY SUCH TRIAL SHALL OCCUR WITHOUT A JURY.

h) Discovery in any arbitration hereunder shall be limited to the following:
   i. The production of each side's hard document project files as they are maintained in the ordinary course of business and any file index related to same with all such documents being produced in West Palm Beach, Florida;
   ii. The production of each side's electronic documents provided that the party requesting such electronic documents shall be responsible to pay for all costs associated with such production, including attorneys' fees incurred in the review for privilege and relevance, third-party consultant fees and any other costs associated with such electronic production. The payment of all such costs is an express condition precedent to either side's right to any electronic production. These cost associated with obtaining electronic discovery shall not be taxed to the prevailing party as costs/fees and to the extent this conflicts with any provision in the AAA rules, this provision shall control;
   iii. 3 fact depositions with one being a corporate representative under the Federal Rules of Civil Procedure if so requested with all such depositions to take place in West Palm Beach, Florida;
   iv. The deposition of any experts that intend to testify at the arbitration hearing;
   v. 30 days prior to any expert deposition, all experts that will testify at the final hearing shall provide a report containing all of his/her opinions and information/documents/facts relied upon in arriving at such opinions, along with a current resume;
   vi. The issuance of third party subpoenas for documents. The other side shall be entitled to a copy of all documents provided in response to a third party subpoena provided that it has to pay for the copy cost but shall be entitled to use a third party to make such copies; and
   vii. An itemized statement of damages with all supporting documents related to same. No other discovery shall be permitted by the arbitrator unless mutually agreed to by the parties.

i) This Choice of Law, Arbitration and Venue provision shall survive the termination of this Agreement

and/or completion of the Work required hereunder.

[Signature Page Follows]

AGREED AND ACCEPTED:

The District:
AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT

By: _____
(signature)

Name: James P. Harvey
(printed)

Title: CHAIRMAN

Date: August 31, 2018

Randy Suggs Landscaping, Inc.

By: _____
(signature)

Name: Brandon Colte Suggs
(printed)

Title: CEO/COO

Date: 29 Aug 18

Contractor: BCS

Exhibit A

TRADE SPECIFIC SCOPE OF WORK

SEE ATTACHED.

PROPOSAL

Date	Estimate #
8/8/2018	EST10043

Randy Suggs, Inc.
P.O. Box 1141
Apopka FL 32704
407-886-8835
www.randysuggsinc.com

Customer:Project
Serenoa Villages 1 & 2

Bill To
Avalon Groves Community Development District 1060 Maitland Center Commons Ste 340 Maitland FL 32751

Project
Serenoa Villages 1 & 2

Item	Symbol	Quantity	Description	Rate	Amount
			Additional Work Requested at Serenoa Villages at Avalon Grove		
			Sawgrass Bay Blvd.		
LS: Tree Installation	PE2	4	Relocate Slash Pines	100.00	400.00
LS: Tree Installation	PE2	11	Slash Pine 3" Cal. 12' Ht	325.00	3,575.00
LS: Tree Installation	SP	10	Relocate Cabbage Palm 8-16' Ht. Booted, hurricane cut	100.00	1,000.00
LS: Tree Installation	SP	10	Cabbage Palm 8-16' Ht. Booted, hurricane cut	215.00	2,150.00
LS: Shrub Installation	TDF	265	Fakahatchee Grass 3 Gal. 24-30" overall	10.00	2,650.00
LS: Shrub Installation	MCC	305	Muhly Grass 1 Gal. 24" Ht.	5.00	1,525.00
LS: Mulch	Pine Bark	60	Installation of Mulch, per cubic yard	42.00	2,520.00
LS: Irrigation Installation	Irrigation	1	Installation of Irrigation System (Includes Filter Credit)	4,807.50	4,807.50
Subtotal					18,627.50
			Phase 1A		
LS: Tree Installation	SP	6	Cabbage Palm 8-16' Ht. Booted, hurricane cut	215.00	1,290.00
LS: Shrub Installation	Bs	5	Bougainvillea 'Barbara Karst' 25 Gal. Trellis	300.00	1,500.00
LS: Shrub Installation	TDF	87	Fakahatchee Grass 3 Gal. 24-30" overall	10.00	870.00
LS: Groundcover	DV	130	African Iris 1 Gal. 2-3 ppp	5.00	650.00
LS: Groundcover	MCC	403	Muhly Grass 1 Gal. 24" Ht.	5.00	2,015.00
LS: Sod	Sod B	19,321	Bahia Sod	0.35	6,762.35
LS: Sod	Sod C	9,500	St. Augustine Sod	0.50	4,750.00
LS: Mulch	Pine Bark	45	Pine Bark Nuggets	42.00	1,890.00
LS: Irrigation Installation		1	Installation of Irrigation System	7,505.50	7,505.50
Subtotal					27,232.85

Notes
We require monthly spray reports on this project for a full warranty.
NO soil amendments are included in this proposal.
RSL is not responsible for the replacement or restaking of any trees or shrubs due to natural causes such as, but not limited to, high winds, hurricanes, tornadoes, and flooding waters nor to the negligent acts of other contractors or trades.
Tree staking kits ARE included in this proposal.

Signature:_____ Date:_____

Randy Suggs, Inc.
P.O. Box 1141
Apopka FL 32704
407-886-8835
www.randysuggsinc.com

PROPOSAL

Date	Estimate #
8/8/2018	EST10043

Customer:Project
Serenoa Villages 1 & 2

Item	Symbol	Quantity	Description	Rate	Amount
			No bahia sod around pond or on pond banks is included in this proposal. We are unable to guarantee moved/ relocated material at this point in the growth cycle.		
				Total	$45,860.35

Exhibit B

GENERAL CONDITIONS

The following rules, regulations and conditions apply to Contractor in connection with that certain Avalon Groves Lake Community Development District (the District) Contractor Agreement (the "Agreement"). For purposes of these General Conditions, the term "Contractor" includes all of Contractor's employees, invitees, agents, laborers, subcontractors, sub-subcontractors and suppliers and their respective employees, invitees, agents, laborers, sub-subcontractors and suppliers (if applicable). All other terms used herein shall have the same meaning and definition as in the Agreement.

These General Conditions are part of the Agreement and are in force at all times while Contractor is performing Work for The District and/or Contractor is present on the Project under current direction of The District and/or The District's personnel. It is the responsibility of Contractor to adhere to the conditions and specifications herein, and for Contractor to provide copies and/or educate and oversee that all personnel in the service of Contractor adhere to same.

The following items are included in the Agreement and are itemized for definition only and are not to be considered the full extent of Work to be completed by the Contractor:

1. General.

A. Codes. Contractor shall strictly comply with all applicable City, County, State, FHA and VA codes and ordinances and all applicable OSHA, EPA, and SWPPP requirements at all times on the job.

B. Site Requirements. Contractor is responsible to know, understand, follow and strictly comply with and implement the requirements of all Applicable Laws, including but not limited to, all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control as they may be changed and updated from time to time, applicable to the Contractor's Work concerning or related to site issues, including but not limited to water, runoff, pollution, pollutants, spills, residues, dust, dust control, waste, discharges, erosion, storm drains and sewers, and including but not limited to the requirements of the Federal Water Pollution Control Act of 1972 (aka the Clean Water Act), including the 1987 Amendments, and specifically paragraph 402(p) which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("**NPDES**") Program, the Air Quality Management District, the applicable State Water Resources Control Board, the applicable Water Quality Control Board, any general construction permits, any local storm water permits, any municipal separate storm sewer system permits, any storm water pollution prevention plans, any waste discharge requirements, any water quality orders, and any best management practices ("**BMPs**") (collectively "**Site Requirements**").

Contractor acknowledges and accepts that: (1) the site and all Work on the site is subject to the applicable Site Requirements, and that prior to commencement of its Work, Contractor will have reviewed and executed any and all necessary documents related to the Site Requirements; (2) it is solely responsible for strictly complying with all implementing, training, sampling, reporting, monitoring, supervising, remediating and repairing provisions of the Site Requirements applicable to its Work and its activities and operations in connection with the site; (3) it is solely responsible to clean up its Work and debris therefrom in complete compliance with all Site Requirements and Contractor will, 6 hours of notification to Contractor's onsite personnel, correct all deficiencies if Contractor shall have failed to comply with such rules and regulations or in the event of any violation notice by any authority exercising jurisdiction over the site. In the event of an emergency situation (e.g., flood, storm, etc.), The District reserves the right to undertake immediate remedial action, without advance notification to Contractor, to comply with the Site Requirements, and may immediately collect such sums expended from Contractor; (4) any violations, fines or other costs associated with Contractor's noncompliance with the Site Requirements shall be borne solely by Contractor irrespective of which entity is cited, fined or incurs costs related to such noncompliance by Contractor; (5) it must immediately notify The District if it observes or becomes aware of: (A) any deficiency in the documentation required by the Site Requirements, and (B) any failure, by any entity or person, on the site to comply with the Site Requirements, including but not limited to acts, omissions and disturbances, whether intentional or accidental; and (6) it is responsible to ensure that its personnel, agents, employees, subcontractors, sub-subcontractors and suppliers are aware of and strictly comply with this Section, and any non-compliance with the Site Requirements by any of them is the sole responsibility of Contractor.

Contractor further acknowledges that various agencies may inspect the site to enforce the Site Requirements, and substantial fines and penalties may be assessed by such agencies exercising jurisdiction over the site, for failure to comply with the Site Requirements. Contractor shall cooperate fully with all such agencies. Contractor shall, at its sole cost and expense, immediately and fully comply with all terms and conditions of any verbal or written notice, finding, citation, violation, order, document, complaint or other demand by any agency exercising jurisdiction to enforce the Site Requirements, and shall immediately and fully correct all deficiencies and amend all Site Requirement documents as may be required and identified by such inspecting agencies, and shall immediately notify The District of the foregoing.

Contractor further agrees that Contractor, Contractor's employees and subcontractors and sub-subcontractors shall not discharge hazardous materials or chemicals on the site, shall not engage in clean-up or repair activities on the site which will result in the discharge of hazardous materials or chemicals, and shall,

upon completion of performance of all duties under any purchase order, remove all supplies, materials and waste remaining on the site which, if exposed, could result in the discharge of hazardous materials or chemicals. Contractor shall bear full financial responsibility, as between the parties of this Agreement, for the compliance of all persons mentioned in the previous sentence.

C. Underground Lines. Contractor is solely responsible to contact the applicable underground utility location service for a staked location of all underground utilities prior to starting the Work, if necessary. Contractor is solely responsible for all costs for correction and associated delay in connection with repair of all utilities, marked or unmarked, damaged by it during performance of the Work. Prior to any excavation or digging, Contractor must verify that there is no conflict with the location of all underground utilities and/or landscaping. Contractor is responsible for locating any and all existing underground utilities prior to excavation or digging. Contractor shall perform Work so as to not damage utility lines, and shall follow all applicable encroachment standards affecting the utility rights of way and adequately protect its own employees, and those of others and The District, in performing the Work.

D. Lines and Grades. If necessary, The District shall provide Contractor with base control points within 50 feet of property lines, and with other lines, benchmarks and reference lines. Contractor acknowledges that as part of its site inspection, it shall verify the extent of such reference points to be supplied by The District for Contractor's Work. If reference points are missing or Contractor finds the points inadequate, Contractor immediately shall provide written notification to The District. Absent written notification to The District, Contractor assumes full responsibility for the accuracy of all lines, levels, and measurements and their relation to benchmarks, property lines, and reference lines. In all cases where dimensions are governed by conditions already established before Contractor starts the Work, Contractor shall have full responsibility for correct knowledge of the actual conditions. No variation from specified lines or grades shall be made except on the written direction of The District. Contractor shall bear all costs for correction and associated delay in connection with line or grade deviations unless Contractor can establish that the engineer's staking was in error, and the error caused the need for corrective work.

E. Archaeological Monitoring. There may be archaeologically sensitive zones on the site. Archaeological monitors may be present on the site on a full or part time basis. In the event archaeological artifacts are discovered during performance of the Work, the appropriate governmental agency shall have and retain all right, title and interest to such artifacts and shall further have the right to perform archaeological excavations as deemed necessary.

F. No Substitutions. There shall be no substitutions or alterations in designs, materials or equipment, and/or manufacturers specifications without the prior written approval of The District. This policy shall include "or equal" determination.

G. Meetings. Contractor shall be required to attend any construction meetings scheduled during regular business hours, as reasonably directed by The District. Those present must be able to take responsibility for any contract issues, monetary back charges, and any schedule commitments as directed by The District. Failure to attend may result in a $150 fine/per occurrence.

H. Scheduling. It is Contractor's responsibility to contact The District about scheduling Work. All scheduling shall be by The District or its assigned representative. All move-ins as required and movement through the applicable subdivision are included in the contract unit prices, and no other compensation will be made. Contractor shall cooperate totally in accelerations or deviations made by The District in the scheduling and completion of Contractor's Work. Contractor shall, if requested, submit daily reports to The District showing the total number of workmen and a description of the Work performed (classified by skills).

I. Layout. Contractor is responsible for its own layout and engineering and for furnishing, locating and installing any sleeves, inserts, hangers, box outs, flashings, etc. for all required structural penetrations unless specifically excluded from their individual Scope of Work.

J. Workmanship. All workmanship shall be first class in all respects and carried out in a manner satisfactory to and meeting the approval of The District. All workers employed in making the installations shall be skilled in their particular trade and Contractor's supervisor shall be in charge at all times.

K. Cooperation with work of Contractor and Others. The District may directly or indirectly perform Work at the Home. In the event that The District elects to perform work at the site directly or through others, Contractor and The District shall coordinate the activities of all forces at the site and agree upon fair and reasonable schedules and operational procedures for site activities. Contractor shall at all times cooperate with The District and all other subcontractors on site and shall not interfere with the performance of those other subcontractors impacted by its Work. Contractor is responsible to coordinate its Work with those subcontractors that impact, or are impacted by its Work. This includes scheduling, delivery and installation of materials and the coordinating of the workmen involved in same. Contractor shall perform its Work in such a manner that it will not injure, damage or delay Work performed by The District or any other contractor, and shall pay The District for any damages or delay that Contractor may cause to such other work. Contractor shall cooperate with The

District and its other subcontractors, consultants and regulatory agencies and officials. Contractor shall participate in the preparation of coordination drawings when required, specifically noting and advising The District of any interference with or by others.

L. Operation of Vehicles. The operation of vehicles in or about the site by Contractor (including material delivery vehicles operated by material suppliers of Contractor) shall be as follows: (1) use only the designated entries to enter and exit the site; (2) use only established roadways and temporary roadways as authorized by The District; (3) no crossing of curbs or sidewalks without prior approval by Contractor; and (4) observe speed limit of no greater than 15 miles per hour and 10 miles per hour or less in congested construction zones within the entire site. Contractor shall immediately reimburse The District for any damage to curbs, sidewalks, landscaping, or concrete surfaces or any other damage to the site caused by Contractor.

M. Parking. Contractor shall ensure that parking areas are used by all workers, in suitable locations as approved by The District. In the event The District has to tow vehicles owned by Contractor, or Contractor's employees, agents, laborers and subcontractors to maintain ingress and egress to the site, all such towing charges will be back charged to Contractor. There shall be no parking in driveways, garages or carports of the housing units (whether completed or being constructed) or on sidewalks or graded lots within the site. The District shall have the right to fine Contractor $100 per vehicle per day for violation of parking restrictions, and/or back charge Contractor for damages. The District has the right to remove any such improperly parked vehicle without prior permission, and The District shall be held harmless from any damages that may occur as a result of such removal.

N. **NO UNAUTHORIZED PERSONS. THE SITE IS AN EXTREMELY DANGEROUS AREA, AND NO CHILDREN OR OTHER UNAUTHORIZED PERSONS OR PETS ARE ALLOWED ON THE SITE AT ANY TIME.**

O. Acceptance of Prior Work. It is the responsibility of Contractor to accept the Work of prior subcontractors before proceeding, if applicable. In the event the prior Work was done in a defective manner, Contractor shall promptly notify The District of alleged defective Work verbally and then in writing. In the event that the Contractor proceeds before the defective Work is corrected, Contractor shall bear full responsibility for any costs incurred due to the Work in place not being acceptable. Contractor shall notify The District immediately if Contractor damages materials installed by others or if others damage materials installed by Contractor.

P. Protection of Finished Work. Contractor shall at all times during their portion of the Work protect the Work of others and leave the site completely clean and free of damage upon completion of Contractor's operations.

a. Contractor's personnel shall not remove protective devices (if applicable).

b. Contractor shall be responsible for the protection of its Work until final completion and acceptance by The District and shall repair or replace, as determined by The District, any damage to its Work that occurs before the final acceptance at no expense to The District, even if Contractor could not reasonably foresee or prevent the cause of the damage or damages.

Q. Materials. All materials and equipment shall be new and of the best quality their respective kind, free from all defects. Contractor is responsible to supply and/or install all items strictly in accordance with the Agreement Documents. Contractor is fully responsible for all Materials stored/staged on the site prior to installation. The District will not pay for stolen or missing Materials of any kind prior to acceptance by The District. Contractor shall provide for the delivery, unloading, storage and onsite protection and maintenance of Materials necessary to complete scope of Work and remove and/or transfer any remaining materials from the site upon completion.

R. Delivery, Dumping. Contractor shall not deliver, dump, place, or store any materials of any kind anywhere on-site at any time without specific permission and direction of The District. The District has the right to remove any such delivery or dumping, or storage of any materials if placed without prior permission, and The District shall be held harmless from any damages that may occur.

S. Water/Utilities. Unless otherwise provided in the Agreement Documents, Contractor will supply its own electric power, light and water as necessary to the site in order to complete its Work.

T. Cleanliness, Trash & Debris. Contractor, according to Contractor's particular trade, shall keep all aspects of the jobsite, including any streets, alleys, sidewalks and storage areas, orderly, in safe condition and free all waste material, spoils, dirt, mud, scrap, debris, trash, excess Materials and rubbish (collectively, "Waste"), and all Waste shall be removed from the jobsite or deposited in such locations as The District may from time to time designate. If practicable, all debris is to be compacted before disposal. Contractor shall not at any time leave any aspect of the jobsite, including streets and sidewalks, in an unsafe condition. Contractor shall clean daily and remove from the site, or deposit in approved containers/locations

on the site, all rubbish and surplus materials that accumulate from Contractor's Work. Contractor shall clean the Work area daily and upon completion of its portion of the Work. The District shall give Contractor 24 hours' notice if Contractor has failed to properly clean up. Should Contractor, its employees, or subcontractors or their employees fail to comply within 24 hours from the time The District issues Contractor a written notice of noncompliance or within the time of an abatement period specified by any government agency, whichever period is shorter, The District may give notice of default to Contractor. Failure of Contractor to cure such default within 24 hours after such notice shall give The District the option to elect and enforce any and all rights or remedies set forth in the Agreement. Upon completion of Contractor's Work, Contractor shall promptly remove all Waste, tools, and equipment from the Project jobsite. If Contractor fails to do so, The District has the right, but not the obligation to, cleanup and remove any Waste, tools and/or equipment in dispute and allocate all Costs related thereto to those believed to be responsible therefore, and The District's allocation shall be binding upon Contractor. Contractor shall also move all excess usable Materials and/or spoils provided to The District by Contractor in accordance with instructions issued by The District.

U. Pets. No pets (other than service dogs) shall be brought to the site by Contractor. The District shall have the right to fine or back charge Contractor $200 per occurrence for violations of this pet policy.

V. Weather. In the event of rain, wind, or other adverse weather, Contractor shall be completely responsible for the protection of the Work, using all reasonable efforts. Should Contractor fail to perform said protective measures, all restoration of damages to Contractor's Work and adjacent property damaged by Contractor's inadequacy, will be performed by Contractor or completed by others and paid for by Contractor.

W. Storage. By written notice to Contractor, The District may permit Contractor to store materials, tools and equipment at the site at Contractor's own risk. Such permission is within The District's sole discretion. Contractor is solely responsible for its own materials, tools and equipment stored on the site. To the fullest extent permitted by law, Contractor waives all rights of recovery against The District and all other Contractors, sub-contractors, sub-subcontractors and sub-sub-subcontractors that Contractor may have for loss or damage caused to any of Contractor's materials or tools or equipment stored on site. The District will not provide any utilities for storage facilities. Contractor shall maintain permitted storage areas in a neat, safe and sanitary condition. By written notice to Contractor, The District may revoke Contractor's use of any permitted storage area at any time. In such event, Contractor shall remove all materials, tools and equipment and restore the area to its original condition within 48 hours after delivery of the removal notice.

X. Contractor's Personal Property Insurance. Contractor and its subcontractors may, at its or their option and sole expense, purchase and maintain insurance for its or their tools, equipment, materials and other personal property. Any deductible in relation thereto shall be its or their sole responsibility. Any such insurance shall be Contractor's and its subcontractors' sole source of recovery in the event of a loss. All such insurance maintained by Contractor and its subcontractors shall include a waiver of subrogation in favor of The District, Project HOA entity, and their affiliates as The District may specify.

2. Job Conduct.

A. Representatives. During all times when its Work is in progress, Contractor shall have a competent project manager, superintendent or foreperson, readily available or on the Project jobsite as Contractor's representative who: (a) shall be authorized by Contractor and capable to communicate in English with The District and others on the jobsite; (b) shall be authorized by Contractor to make such monetary and non-monetary decisions on behalf of Contractor as may be necessary for the prompt and efficient performance of the terms of this Agreement by Contractor; and (c) shall be authorized to represent Contractor as to all matters on the Project. Prior to the commencement of Work, Contractor shall notify The District of the identity of Contractor's representative on the Project jobsite, and in the event of any replacement by Contractor of such representative, Contractor shall notify The District in writing of the identity of such replacement. The District may reasonably reject Contractor's representative and/or any replacements. The District reserves the right to remove any person or crew from the site due to incompetence or failure to conduct himself or herself in a proper manner, as determined by The District, in its sole discretion.

B. Professional Appearance and Safety. Contractor and Contractor's field workers shall maintain a clean and professional appearance on the site at all times including, but not limited to, wearing proper work attire or other personal safety equipment as necessary to perform the Work in a professional and safe manner. In connection with all of its activities under this Agreement, Contractor shall take all reasonable safety precautions, shall comply with all safety measures, rules, programs and/or processes initiated by The District, shall comply with all Applicable Laws, and, to the extent that such safety orders are applicable to the Work being performed by Contractor, shall provide Material Safety Data Sheets to The District for any hazardous material that Contractor may use in performing the Contractor's Work. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, and shall ensure that all Work areas comply with all safety measures, rules, programs and/or processes initiated by The District, all Applicable Laws and all applicable industry standards. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all employees involved in the Work and all other persons who may be affected thereby; (ii) all the Work of Contractor and of others and all Materials

and equipment to be incorporated therein, whether in storage on or off the jobsite, and/or (iii) other property at the jobsite or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities. All signage required by Applicable Law shall be included by the Contractor, whether such signage is specifically shown in the Specifications or not.

C. OSHA. Contractor acknowledges that the Occupational Safety and Health Act of 1970 (and any and all state and local laws related to occupational health and safety) (the "OSHA Regulations"), all as amended from time to time, require, among other things, all Contractors and subcontractors to furnish to their workers employment and a place of employment that is free from recognized hazards. In this regard, Contractor specifically agrees, without limitation of its general obligations, as follows:

a. Contractor will fully comply with the OSHA Regulations and will cooperate with The District and all other contractors, subcontractors and sub-subcontractors of The District in order to assure compliance with the OSHA Regulations.
b. Contractor accepts full responsibility and liability for the training of its employees as to all precautionary measures necessary to protect such employees during both routine and emergency situations on the Project jobsite and Contractor shall make available for The Districts review all records and logs indicating such training was administered by Contractor to its employees.
c. Contractor will assist The District in complying with the OSHA Regulations.
d. Before using any chemicals in its performance of the Work for The District, Contractor must give The District prior written notice of the existence and the possible exposure to such chemicals, and deliver a material safety data sheet to The District.
e. Contractor will fully comply (and will cause its employees and Agents to comply) with any Project jobsite rules or regulations, including those that relate to safety, that The District may choose to put in place. Even though The District may put some safety-related rules and regulations in place, Contractor acknowledges that it continues to be responsible for the safety of its employees and Agents and that The District assumes no responsibility or obligation for their safety.

The District has entered into this Agreement with Contractor with the expectation that Contractor will perform Work on the Project jobsites fully in compliance with OSHA Regulations. Any failure by Contractor to do so could result in potential losses to The District (for example, without limitation, potential liability for injuries, administrative fines or penalties, operational costs due to work stoppages, etc.). Because of these potential losses, if The District identifies violations of OSHA Regulations or of the Project jobsite rules and regulations related to safety established by The District by Contractor (or its employees or Agents), Contractor shall, in addition to and not in place of any and all other rights and remedies that The District may have under this Agreement, reimburse

The District for all direct and indirect costs, fees, damages and expenses incurred or paid by The District, including, without limitation, replacement Material, equipment and/or product costs, labor costs, production stoppage costs, and legal fees and expenses (collectively the "Costs") associated therewith. The District may offset or back-charge these Costs against any amounts that may otherwise be due from The District to Contractor, whether under this Agreement or under any other agreement between The District and Contractor now or hereafter existing. Although The District has the right to do so, The District has no obligation (and does not commit or assume) to monitor compliance with OSHA Regulations by Contractor (and Contractor's Agents and employees). The District's failure to assess Costs against Contractor for violations of OSHA Regulations or of the Project jobsite rules and regulations related to safety established by The District shall in no way waive any of The District's rights and remedies available under this Agreement or otherwise. Furthermore, failure to comply with this Section is a default by Contractor, giving The District the right to exercise any remedies (including termination, penalties and fines) available under this Agreement.

D. Professional Conduct. Contractor and Contractor's Agents, employees and field workers of any tier shall conduct themselves in a professional manner, shall comply with all Project jobsite rules and regulations adopted by The District, shall comply with all of The District's reasonable requests regarding personal conduct and shall resolve any field disputes with The District in a professional and diplomatic manner without impeding progress of the Work.

E. Rules. Contractor, its field workers, and any subcontractors and sub-subcontractors shall observe the following rules at all times:

1. Job site working hours are regulated by the local governmental agencies, Applicable Laws and ordinances and possibly homethe District's association rules and regulations. It is the responsibility of Contractor, its personnel and suppliers to learn and comply with said Applicable Laws and ordinances.
2. No loud radios, music, or unnecessary noise on the site.
3. No distraction of fellow workers.
4. No alcohol or drugs on the site.
5. No weapons of any kind on the site.
6. No profanity or discourteous conduct on the site.
7. No horseplay or fighting on the site.
8. No unauthorized visitors (including pets unless otherwise stated above) on the site.
9. No unauthorized vehicles or parking in any production area.
10. No entry into an active blasting or barricaded area during active operations.
11. No open fires.

F. Violation of the site conduct rules is a breach of contract and grounds for immediate removal from the site and may be cause for termination of Contractor as set forth in Section 22 of the Agreement.

G. Contractor acknowledges that Contractor has a zero tolerance sexual harassment policy and discrimination policy, and Contractor shall comply with such policies to avoid sexual harassment at the site and to implement non-discriminatory hiring practices for the Work.

Exhibit C

SITE SAFETY RULES

Contractor agrees as follows:

1) Contractor shall maintain a written safety program that meets or exceeds all governmental standards and requirements, and The District's Code of Safety Practices (as defined below) ("**Contractor's Written Safety Program**"). Contractor shall, within 10 days of request (or such earlier time period if required by a regulatory agency or court order), provide a copy of Contractor's Written Safety Program to The District.

2) Contractor shall provide safety training to employees of Contractor and its subcontractors and sub-subcontractors as reasonably required to educate employees of Contractor and its subcontractors and sub-Subcontractors on requirements and provisions of Contractor's Written Safety Program.

3) Contractor shall supply, maintain and utilize equipment (this list is not inclusive and not limited to, fall protection, heavy lifting protection, foot, eye and ear protection and hard hats) reasonably required for employees of Contractor and its subcontractors and sub-subcontractors to perform the Work safely and in compliance with Contractor's Written Safety Program.

4) Contractor shall designate a management level employee of Contractor who frequently visits the site of the Work as Contractor's safety coordinator. The safety coordinator shall (a) be thoroughly trained and understand Contractor's Written Safety Program, (b) perform, as a routine practice, safety inspections of Contractor's performance of the Work with frequency and detail necessary to ensure a safe working environment and shall provide written reports on such inspections to The District as reasonably requested by The District, (c) be available to respond to Contractors' and its subcontractors and sub-subcontractors' employees' inquiries concerning Contractor's Written Safety Program, (d) discipline (including removal from the job site) employees of Contractor and its subcontractors and sub-subcontractors who violate Contractor's Written Safety

Program, and (c) attend, with its employees and subcontractors and sub-subcontractors, The Districts safety meetings (as requested by The District).

5) Contractor shall abide and cause all employees of Contractor and its subcontractors and sub-subcontractors to comply with The Districts Code of Safety Practices and The Districts Health and Safety Program, as published and amended by The District from time to time.

6) Contractor shall maintain records of accidents and injuries occurring to employees of Contractor and its subcontractors and sub-subcontractors and caused by employees of Contractor and its subcontractors and sub-subcontractors during performance of the Work, in form and substance required by The Districts Health and Safety Program. Copies of accident and/or injury reports shall be provided to The District as soon as possible and at all times within 24 hours of any accident or injury.
7) Contractor shall participate in The Districts safety audits as requested by The District. Information requested by The District shall be provided by Contractor within 2 business days of request.

8) OSHA has established regulations entitled OSHA's Hazard Communication Standard. According to the regulations, manufacturers of hazardous materials are required to furnish Material Safety Data Sheets ("**MSDS**") giving information on proper handling and precautionary measures in using the materials. Contractor shall obtain all MSDS pertaining to any hazardous material used or created in the process of performing the Work, and shall distribute copies of such MSDS to The District and to all other contractors, sub-subcontractors, and suppliers performing Work on the Site. Contractor shall also obtain from all other subcontractors, sub-subcontractors and suppliers performing Work on the Site, copies of all MSDS for all hazardous materials used or created by such subcontractors, sub-subcontractors or suppliers, and shall retain copies of such MSDS and provide them to Contractor's employees, sub-subcontractors, and suppliers as required by the OSHA regulations. In other words, Contractor must exchange MSDS with all other subcontractors, sub-subcontractors and suppliers, and implement a training program for its employees. Furthermore, Contractor must ensure all Materials are labeled.

9) Contractor is expected to provide a safe Work environment for its employees, consistent with The Districts Code of Safety Practices. As part of the foregoing, alcohol and illegal drugs are strictly prohibited at the Site.

Exhibit D

EMERGENCY ACTION PLAN

SEE ATTACHED.

Contractor: _____

Exhibit E

INSURANCE REQUIREMENTS

AVALON GROVES COMMUNITY DEVELOPMENT DISTRICT
c/o DPFG – 250 International Parkway, Suite 280
Lake Mary, FL 32746
Phone 321-263-0132
Fax _____

RE: Insurance Requirements pursuant to that certain Avalon Groves Community Development District (the "**District**") Contractor Agreement ("**Agreement**") by and between Avalon Groves Community Development District (the "**District**") and Contractor (all initially capitalized terms not otherwise defined herein shall be given the meaning ascribed thereto in the Agreement).

To Whom It May Concern,

It is very important that you read this letter and review the checklist to ensure that your insurance will be accepted. Without proper, up-to-date insurance information, all checks will be held and a $500 service credit may be applicable.

Evidence of Insurance Required:

The **Certificate of Liability Insurance** must include coverages listed below. Within the certificate, confirm that your deductible with respect to General Liability is $50,000 or less, and state in the Description of Operations box that the additional insured are per attached endorsement, which must be on ISO forms CG2010 (07 04) and CG2037 (07 04) for a period of at least 5 years following completion of the Work. Contractor must disclose all applicable policy deductibles and/or self-insured retentions ("SIR") and agrees to be liable for all costs within the deductibles and/or SIR. Coverage must be placed with insurance companies rated A VII or better by A.M. Best Company. In addition, please note that an Authorized representative must sign certificates. All policies must be endorsed to provide 30 days written notice of cancellation or material change to certificate holder.

The Certificate holders must be:
(1) Avalon Groves Community Development District, (2) and Legal Name of Project HOA Entity (if applicable)

c/o DPFG
250 International Parkway, Suite 280
Lake Mary, FL 32746

The **Additional Insured Endorsement** form (Form CG 2010 (07 04) or its equivalent) for the General Liability policy, see example attached. BLANKET ADDITIONAL INSURED FORMS STATING THAT THE CERTIFICATE HOLDERS ARE ADDITIONAL INSUREDS IN THE DESCRIPTION OF OPERATIONS BOX OF THE CERTIFICATE OF INSURANCE ARE NOT ACCEPTABLE. The Additional Insured Endorsement must list your policy number and MUST INCLUDE THE DISTRICT AND PROJECT HOA ENTITY (IF APPLICABLE) (WITH NAMES TYPED OUT) AND THEIR AFFILIATES AS ADDITIONAL INSUREDS.

GENERAL LIABILITY
The **Commercial General Liability** policy must be written on an **Occurrence Form**. The limits shall not less than: $1,000,000 each occurrence (combined single limit for Bodily Injury and Property Damage), $1,000,000 for Personal Injury liability, $2,000,000 aggregate for Products-Completed Operations, $2,000,000 General Aggregate on a per project basis, using ISO form CG2503 or equivalent. A waiver of subrogation endorsement is required, issued in favor of The District, Project HOA Entity (if applicable), and their Affiliates. Certificate must confirm that that coverage is Primary and Non-Contributory. As noted above in relation to the General Liability Additional

Contractor: _____

Insured requirements, the coverage must be maintained for at least 5 years following the completion of the Work. The policy shall protect property damage, bodily injury and personal injury claims arising from the exposures of:

(a) Premises or ongoing operations;

(b) Products and completed operations, which shall:

i. cover materials designed, furnished and/or modified in any way by Contractor;

ii. have a separate aggregate limit at least equal to the CGL per occurrence limit; and

iii. be maintained through the longer of the statute of limitations or repose period for construction defect and products liability claims in the state where the Work is performed. Policies and/or endorsements cannot include any provisions that terminate products-completed operations coverage at the end of a policy period or limit the coverage in any other way with respect to additional insureds;

(c) Vandalism and malicious mischief;

(d) Contractual liability insuring the obligations assumed by Contractor in the Agreement;

(e) Personal injury liability, except with respect to bodily injury and property damage included within the products and completed operation hazards, the aggregate limit, where applicable, shall apply separately per project to Contractor's work under the Agreement;

(f) Independent Contractors;

(g) A waiver of subrogation endorsement is required, issued in favor of the Contractor;

(h) Property damage resulting from explosion, collapse, or underground (x, c, u) exposures and hazards (if applicable); and

(i) Per Project General Aggregate (ISO form CG2503 or equivalent).

The Districts and Contractors Protective Liability Policies ("OCP") **cannot fulfill the requirement for CGL coverage** under the Agreement.

AUTOMOBILE INSURANCE

Contractor shall carry Automobile Liability insurance, insuring against bodily injury and/or property damage arising out of the operation, maintenance, use, loading or unloading of any auto including owned, non-owned, and hired autos. The limits of liability shall be not less than $1,000,000 combined single limit each accident for bodily injury and property damage. The District, Project HOA Entity (if applicable) and their Affiliates must be shown as additional insureds.

(j) WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

Worker's Compensation insurance shall be provided as required by state law or regulation, and Employer's Liability Insurance with limits of not less than $500,000 per occurrence for each accident for bodily injury by accident, 500,000 policy limit for bodily injury by disease, and $500,000 each employee for bodily injury by disease. A waiver of subrogation endorsement is required in favor of the District, Project HOA Entity (if applicable) and their Affiliates.

(a) The workers' compensation insurance shall ensure that: (1) The District will have no liability to Contractor, its employees or Contractor's Agents; and (2) Contractor will satisfy all workers' compensation obligations imposed by state law.

(b) This policy must include a documented waiver of subrogation in favor of The District, Project HOA Entity (if applicable), and their Affiliates (in states where permitted).

(c) If any of Contractor's employees or Contractor's Agents are subject to the rights and obligations of the Longshoremen and Harbor Workers Act or any other maritime law or act, the workers' compensation insurance must be broadened to provide additional required coverage.

(d) For purposes of worker's compensation coverage, Contractor agrees that Contractor, Contractor's employees and Contractor's Agents are not employees of The District or its Affiliates, and are therefore not beneficiaries of any The District coverage.

(e) Contractor may satisfy its workers' compensation obligations by providing documentation of current authorization from the appropriate state authorities for the state(s) where the Work is performed indicating that Contractor is adequately self-insured for workers' compensation claims.

UMBRELLA OR EXCESS INSURANCE
If excess limits are provided, policy must be as broad or broader than the underlying as noted above.

PROFESSIONAL LIABILITY INSURANCE
With respect to Professional Liability Insurance, coverage is required for Architects, Engineers and other Professionals. You must have $2,000,000 each claim and a $2,000,000 Annual Aggregate. The policy retroactive date shall be no later than the first day services were performed that related to the Agreement. Coverage must be renewed for at least 5 years following the completion of the Work. Your policy number must be listed on the Certificate of Insurance.

28.13 CERTIFICATES OF INSURANCE. Contractor shall evidence that such insurance is in force by furnishing The District with a certificate of insurance, or if requested by The District, certified copies of the policies, at least 7 days before Contractor is to commence Work if such certificates are not available upon execution of the Agreement. Notwithstanding the non-renewal or termination of the Agreement, Contractor shall provide renewal certificates and endorsements to The District for so long as the applicable insurance is required to be maintained pursuant to the Agreement. The certificate shall state the type of Work being performed, and shall be incorporated into the Agreement. The certificate shall evidence the requirements of the Agreement, including but not limited to, specifying that:

(a) The District, Project HOA Entity (if applicable) and their Affiliates are additional insureds on the CGL and automobile policies, and if applicable the umbrella and/or excess policies, by referencing and attaching the required endorsement;

(b) The policy provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days prior written notice to the District. A certificate reciting that the carrier or agent will endeavor to notify The District is unacceptable;

(c) The policy does not contain exclusions for the Work and/or for duties performed by Contractor pursuant to the Agreement, including, without limitation, attached product (if applicable), or liability that arises from a dispute governed by a notice and opportunity to repair statute.

(d) The General Liability, Auto Liability and Umbrella/Excess Liability policies shall include a provision or endorsement naming The District, Project HOA Entity (if applicable) and their officers and employees as additional insureds with respect to liabilities arising out of Contractor's (or subcontractors') performance of the work under the Agreement and shall be primary and noncontributory. The Districts insurance shall be considered excess for purposes of responding to any Claims. The following wording must be included in the Description of Operations on the Certificate of Insurance: "This insurance is Primary and Non-Contributory;"

(e) Contractor shall add The District, Project HOA Entity (if applicable), and their Affiliates, as additional insureds on the CGL, Auto Liability and Umbrella/Excess policies by having the insurance carrier issue an additional insured endorsement(s) at least as broad as the ISO CG 2010 11 85 Additional Insured - The Districts, Lessees or Subcontractors - Form B endorsement and GC20 37 07 04, or its equivalent, as published by the Insurance Services Office (ISO). Additional Insured status for Completed Operations, via endorsement form CG 2037, will apply for three (3) years following completion of the work. The executed endorsement shall be attached to the Certificate of Insurance. Such additional insured status under the CGL policy must not be limited by amendatory language to the policy. Further, this endorsement shall:

(i) Provide coverage for both premises/ongoing operations and products-completed operations to the benefit of the additional insured; and

(ii) Provide coverage to the full extent of the actual limits of Contractor's coverage even if such actual limits exceed the minimum limits required by the Agreement.

(f) Contractor's CGL policy contains contractual liability coverage;

(g) Contractor's workers' compensation policy includes a waiver of subrogation in favor of The District, Project HOA Entity (if applicable), and their Affiliates (in states where permitted), by referencing and attaching the required endorsement;

(h) Contractor's CGL policy includes a waiver of subrogation in favor of The District, Project HOA Entity (if applicable), and their Affiliates, by referencing and attaching the required endorsement; and

(i) Contractor must provide evidence of Workers Compensation in the states(s) that it operates by either listing on the certificate those states listed in item 3.A. of the Information Page of the Workers Compensation Policy or attaching a copy of the Information Page.

Contractor: _____

SAMPLE ADDITIONAL INSURED FORM CG 20 10 07 04

POLICY NUMBER: (MUST BE FILLED IN)
COMMERCIAL GENERAL LIABILITY
28.14 THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

(1) ADDITIONAL INSURED – THE DISTRICTS, LESSEES OR

CONTRACTORS (FORM B)

This form modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name of Person or Organization:

28.15 Avalon Groves Community Development District &

28.16 Avalon Groves Community Development District (the District) and Project HOA Entity Legal Entity Name (if applicable)

(If no entry appears above, information required to complete this endorsement will be shown in the declarations as applicable to this endorsement.) (WHO IS AN INSURED (Section II)) is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Contractor: _____

Exhibit F
PARTIAL WAIVER AND RELEASE OF LIEN

Avalon Groves Community Development District
c/o DPFG
250 International Parkway, Suite 280
Lake Mary, FL 32746

KNOWN ALL MEN BY THESE PRESENT: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of $_____, paid by Avalon Groves Community Development District (the District), hereby waives and releases in favor of The District any and all lien(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against The District and/or the property known as Serenoa according to the plat thereof on file in the office of the Clerk of the Court in and for Lake County, State of Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

The undersigned does hereby represent and warrant to The District that the undersigned has paid all of its laborers, subcontractors and material men for all of the foregoing labor, material or both, as performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.

IN WITNESS WHEREOF, the undersigned has executed this Partial Waiver and Release of Lien (or caused the same to be executed in its name) this _____day of _____ 20_____.

CONTRACTOR

BY: _____

PRINT: _____

TITLE: _____

STATE OF _____
COUNTY OF _____

The foregoing was acknowledged before me this _____day of _____ 20_____, by _____as _____of _____a _____ Corporation, for and on behalf of the corporation. He/She is personally known to me or has produced a driver license as identification and did/did not take an oath.

NOTARY PUBLIC

BY: _____

PRINT: _____

COMMISSION #: _____

Note: This release has been modified from the statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form. If you choose to use this form, you consent to such form. This form may not be usable in all states. Check with your attorney if in a state other than Florida.

Contractor: _____

Exhibit G
FINAL WAIVER AND RELEASE OF LIEN

Avalon Groves Community Development District
c/o DPFG
250 International Parkway, Suite 280
Lake Mary, FL 32746

KNOW ALL MEN BY THESE PRESENTS: that the undersigned, for and in consideration of the receipt of fully available funds of the payment of $_____, paid by Avalon Groves Community Development District (the District), receipt of which is hereby acknowledged, hereby waives and releases in favor of The District any and all lien(s), right(s) of lien or claim(s) of lien of whatsoever kind or character which the undersigned now has or might have against The District and/or the property known as Serenoa according to the plat thereof on file in the office of the Clerk of the Court in and for Lake County, State of Florida, on account of any and all labor, material or both, performed and/or furnished by the undersigned in connection with the construction of improvements upon the above described property.

The undersigned does hereby represent and warrant to The District that the undersigned has paid all of its laborers, subcontractors and material men for all of the foregoing labor, material or both, as performed and/or furnished and that all taxes imposed by applicable laws in respect thereof have been paid and discharged in full.

IN WITNESS WHEREOF, the undersigned has executed the Final Waiver and Release of Lien (or caused the same to be executed in its name) this ____day of _____ 20____.

CONTRACTOR

BY: _____

PRINT: _____

TITLE: _____

STATE OF _____
COUNTY OF _____

The foregoing was acknowledged before me this ____day of _____ 20____ by _____as _____of _____a _____ Corporation, for and on behalf of the corporation. He/She is personally known to me or has produced a driver license as identification and did/did not take an oath.

NOTARY PUBLIC

BY: _____
PRINT: _____
COMMISSION # _____

Note: This release has been modified from the statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form. If you choose to use this form, you consent to such form. This form may not be usable in all states. Check with your attorney if in a state other than Florida.

Contractor: _____

Exhibit H

FDEP – CONTRACTORS CERTIFICATION STATEMENT

SEE ATTACHED.